



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

पं० 42] नई दिल्ली, शनिवार, अक्टूबर 16, 1965/श्राविनि 24, 1887

No. 42] NEW DELHI, SATURDAY, OCTOBER 16, 1965/ASVINA 24, 1887

इस भाग में भेन्न पृष्ठ संख्या दी जाती है जिससे इक पृष्ठ अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 1 अक्टूबर, 1965 तक प्रकाशित किए गये ।

The undermentioned Gazettes of India Extraordinary were published upto the 1st October, 1965 :—

Issue No. ¹	No. and Date	Issued by	Subject
237	S.O. 3037, dated 25th September, 1965.	Ministry of Labour & Employment.	The Calcutta Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1965.
238	S.O. 3038, dated 25th September, 1965.	Election Commission, India.	List of Contesting Candidates for the Bye-election to the Council of States of the Orissa Legislative Assembly.
239	S.O. 3039, dated 27th September, 1965.	Ministry of Information and Broadcasting.	Approval of films as specified therein.
240	S.O. 3040, dated 27th September, 1965.	Ministry of Industry and Supply.	The Commercial Vehicles (Distribution and Sale) Control (Fourth Amendment) Order, 1965.
241	S.O. 3093, dated 28th September, 1965.	Ministry of Finance	The Emergency Risks (Goods) Insurance (Fourth Amendment) Scheme, 1965.

Issue No.	No. and Date	Issued by	Subject
	S.O. 3094, dated 28th September, 1965.	Ministry of Finance	The Emergency Risks (Factories) Insurance (Fourth Amendment) Scheme, 1965.
242	S.O. 3095, dated 28th September, 1965.	Ministry of Commerce.	Draft notification regarding Steel and Steel Products as specified therein.
	S.O. 3096, dated 28th September, 1965.	Do.	The Export of Steel and Steel Products (Inspection) Rules, 1965.
	S.O. 3097, dated 28th September, 1965.	Do.	Recognition of the Indian Standards Institution Certification Mark with respect to Steel and Steel Products.
243	S.O. 3098, dated 29th September, 1965	Do.	Appointing a body of persons making a complete investigation into the substantial fall of production in respect of cotton textiles manufactured by the Shree Durga Cotton Mills (Kadi) Private Ltd., Kadi (North Gujarat).
244	S.O. 3099, dated 29th September, 1965.	Ministry of Information and Broadcasting.	Approval of films specified therein.
245	S.O. 3100, dated 29th September, 1965.	Ministry of Commerce.	The Export (Quality Control and Inspection) Amendment Rules, 1965.
246	S.O. 3148, dated 30th September, 1965.	Do.	Proposals to notify that the minerals and ores specified in the schedule therein, shall be subject to inspection prior to export.
	S.O. 3149, dated 30th September, 1965.	Do.	Proposals to notify that manganese ore and iron ore shall be subject to inspection prior to export.
247	S.O. 3150, dated 30th September, 1965.	Do.	Recognition of certain agencies for the inspection of the minerals and ores as specified in schedule II.
	S.O. 3151, dated 30th September, 1965.	Do.	The Export of Minerals and Ores (Inspection) Rules, 1965.
	S.O. 3152, dated 30th September, 1965	Do.	Recognition of certain agencies for inspection of manganese ore and iron ore.
	S.O. 3153, dated 30th September, 1965.	Do.	The Export of Manganese Ore and Iron Ore (Inspection) Rules, 1965.
248	S.O. 3154, dated October, 1965.	1st Ministry of Steel and Mines.	Corrigendum to Order No. S.O. 2912, dated 14th September, 1965.
249	S.O. 3155, dated October, 1965.	1st Ministry of Commerce.	Notifying that Cast Iron Soil Pipes shall be subject to quality control and inspection prior to export.

चार लिखे असाधारण गजटों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएँगी। मांगपत्र प्रबन्धक के पास हन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II —खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(राष्ट्र मंशालय को छोड़कर) भारत सरकार के मंशालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विविध आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

PRIME MINISTER'S SECRETARIAT

New Delhi, the 11th October 1965

S.O. 3167.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following further amendments in the notification of the Government of India in the Prime Minister's Secretariat No. S.R.O. 630, dated the 28th February, 1957, namely:—

In the Schedule to the said notification,—

(1) In Part I—General Central Service, Class III, for the entries in columns 2, 3, 4 and 5 against the entry "All posts" in column 1, the following entries shall respectively be substituted, namely:—

2	3	4	5
Joint Secretary to the Prime Minister	Joint Secretary to the Prime Minister	All	Secretary to the Prime Minister

(2) In Part II—General Central Service, Class IV, for the entries in columns 2, 3, 4 and 5 against the entry "All posts" in column 1, the following entries shall respectively be substituted, namely:—

2	3	4	5
Under Secretary	Under Secretary	All	Joint Secretary to the Prime Minister.

[No. F. 70/7/65-PMA.]

B. K. SINGH, Under Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 8th October 1965

S.O. 3168.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Third Amendment Rules, 1965.
2. In the Schedule to the said rules, in Part III—Central Civil Services, Class III, for the entries in columns 3 and 5 relating to '(c) Prime Minister's Secretariat'

against the entry "Central Secretariat Clerical Service, Upper Division and Lower Division Grades" in column (1), the following entries shall respectively be substituted, namely:—

3Joint Secretary to
the Prime Minister**5**Secretary to the
Prime Minister.

[No. F. 7/6/65-Ests(A).]

HARISH CHANDRA, Under Secy.

New Delhi, the 8th October, 1965

S.O. 3169.—In exercise of the powers conferred by sub-rule (2) of rule 77 of the Defence of India Rules, 1962, the Central Government hereby appoints Director of Civil Defence and Fire Adviser to the Government of Maharashtra, Bombay, as the authority as whose disposal shall be placed such of the fire fighting, water supply and conservancy services of the Port Authority of the Port of Bombay together with the personnel employed in operating such services and the fire fighting personnel and appliances maintained by any owner or occupier of premises in such ports as the said Director of Civil Defence and Fire Adviser may require.

[No. 27/4/65-ER.]

FATEH SINGH, Jt., Secy..

New Delhi, the 11th October 1965

S.O. 3170.—In exercise of the powers conferred under entry 3(c) of Schedule I, annexed to the Ministry of Home Affairs Notification No. 15/13/59(V)-P.IV, dated the 13th July, 1962 [G.S.R. 991, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 28th July, 1962], the Central Government is pleased to specify Rajkumar Jayendra Singhji and Rajkumar Gajendra Singhji, sons of the Rana Saheb of Kathiawara, for the purpose of that entry, and directs that the exemption shall be valid in respect of one .12 bore gun, one rifle and one pistol/revolver in each case.

[No. 16/11/65-P.IV.]

G. L. BAILUR, Under Secy.

गृह मंत्रालय

नई दिल्ली 11 अक्टूबर, 1965

एस० ओ० 3171—गृह मंत्रालय की अधिसूचना संख्या 15/13/59 (V)-पी० IV, दिनांक 13 जुलाई 1962 (भारत के राजपत्र, भाग II, खंड 3, दफ्तरंड (II), दिनांक 28 जुलाई, 1962 में प्रकाशित सामान्य परिनियत तियम 991) के साथ लागी हुई पहली सूची की प्रविष्टि 3(ग) द्वारा दिए गये अधिकारों का प्रयोग करते हुए, केंद्रीय सरकार, कार्डियावाड़ के राना साहिब के मुसुन राजकुमार जयेन्द्र सिंह जी तथा राजकुमार गजेन्द्र सिंह जी को उनका प्रविष्टि के लिए सहर्ष अधिसंग्रह करती है तथा निदेश देती है कि यह छूट प्रत्येक को एक 12 और बन्धूक, एक गारफल तथा एक मिस्तौल या रिवाल्वर के बारे में लागू होगी।

[संख्या 16/11/65-पुलिस-4]

जी० एल० बैलूर,
अबर सचिव, भारत सरकार।

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 1st October 1965

S.O. 3172.—In exercise of the powers conferred by sub-section (i) of section 38A of the Banking Companies Act, 1949 (10 of 1949), the Central Government appoints Shri K. N. Parameswaran Pillai, Assistant Court Liquidator, to act as Court Liquidator attached to the High Court of Kerala for the purposes of the said section, vice Shri P. K. Varghese who proceeded on leave for 29 days from the 27th July to 24th August 1965.

[No. F. 2(4)-BC/65.]

S.O. 3173.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949), the Central Government has made an order of moratorium in respect of the Malnad Bank Ltd., Tarikere, under sub-section (2) of the said section.

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Malnad Bank Ltd. with the State Bank of Mysore.

And whereas the Reserve Bank after having sent the said scheme in draft to the banking companies concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The Malnad Bank Ltd. shall be the transferor bank and the State Bank of Mysore shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of securities, or any guarantees therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank: and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transferor vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 5th June 1965 and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956, and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(4) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely:—

- (a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.
- (b) Where the market value of any Government security such as the Zamindari Abolition Bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.
- (c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.

- (d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.
- (e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.
- (f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.
- (g) Advances, including bills purchased and discounted, books debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery."

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India, be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank, the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs.

(a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest, if any, accrued thereon upto the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

Explanation

For the purposes of this paragraph, interest payable on a deposit up to the prescribed date shall be regarded as part of the concerned deposit.

(b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the

name of the respective holder(s) thereof crediting thereto the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or provisions mentioned at clause (a) above and after adding to the said assets as so valued the aggregate amount of the payments made in terms of clause (a)(i) of paragraph 2 of the moratorium order dated the 1st June 1965 issued to the transferor bank;

Provided that any payment made from a deposit account on or after the 6th June 1965 and before the prescribed date, shall be reckoned towards the amount to be credited under this sub-paragraph and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment;

Provided further that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account, it may, with the approval of the Reserve Bank, withhold the credit to be made in that account in terms of clause (b) above till the transferee bank is able to ascertain the correct balance in such account.

*Explanation.—*The term 'pro rata' shall, insofar as it occurs in this paragraph, mean 'in proportion to the respective amounts remaining due as at the close of business on the 5th June, 1965 (inclusive of interest payable up to that date)' and shall, insofar as it occurs elsewhere in this scheme, mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

(c) After the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case not later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961 (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of the accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act:

Provided that—

- (a) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;
- (b) in case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately on the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the Corporation has decided to make the payment in respect of that person through the transferee bank.

(d) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and

(b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and or the amount paid on account of the calls made by the transferee bank in pursuance of clause (i) below

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner,—

(i) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay within three months from such date as may be specified the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;

(ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of a debt or asset exceeds Rs. 2,000, the transferee bank shall not, except with the approval of the Reserve Bank of India,

(a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;

(b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it;

(iii) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act, 1949 read with section 45H thereof and also with section 543 of the Companies Act, 1956;

(iv) the transferee bank, may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5)(a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;

(v) the transferee bank shall, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained,

(a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 and the amount, if any, provided for by the Corporation; and

(b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee bank from the Corporation or have been provided for

by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above.

Provided that the amount due to the Corporation shall, if it becomes necessary so to do, be provided for on the books of the transferee bank and be paid to the Corporation in the manner specified in clause (b) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961.

Provided further that the transferee bank shall make the payments referred to in clause (b) above,—

(i) if the corresponding or similar account mentioned in clause (b) of paragraph (5) has not been closed or has not matured for payment, by credit to that account, and

(ii) if the said account has been closed or has matured for payment in cash;

(vi) the amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if they cannot be paid in full shall abate in equal proportions;

(vii) After the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may be available to it, make payments *pro rata* towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank.

Provided that the transferee bank shall give to pay person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that—

(a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme; and

(b) the share capital of the transferee bank shall be deemed to have been increased, and notwithstanding the provisions of any enactment, regulation or other instrument, it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme;

(viii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;

(ix) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom first any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above.

(7) Notwithstanding anything contained in the foregoing paragraphs, the allotment of shares under this scheme shall not be made in such a manner that—

- (i) the State Bank of India holds at any time less than fiftyfive per cent of the issued capital of the transferee bank; or
- (ii) any person other than the State Bank of India, a State Government, a Corporation, an insurer as defined in the Insurance Act, 1938, a local authority, a co-operative society or a trustee of a public or private religious or charitable trust, comes to be registered as a shareholder, whether in his own name or jointly with any other person, of more than two hundred shares in the transferee bank;

and for securing the above, the number of shares issuable to any person under this scheme, shall if necessary, be reduced proportionately, payment being made in cash instead of in shares to that extent.

(8) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (5)(a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(9) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(10) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor banks for anything which is in good faith done or intended to be done in pursuance of this scheme.

(11) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 6th June 1965.

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 6th June 1965.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(12) The persons specified in the schedule annexed to this scheme shall on the prescribed date cease to be the employees of the transferor bank and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 6th June 1965.

Provided that the compensation if any for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only such as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding).

Provided further that nothing herein shall be deemed to prevent the transferor bank from re-employing any person whose name has been specified in the schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank may deem fit.

(13) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(14) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank.

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(15) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(16) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(17) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and the transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(18) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the Malnad Bank Ltd. as sanctioned by the Central Government under sub-section (7) of section 45 of the Banking Companies Act, 1949 (10 of 1949).

Name of the employee	Designation in the transferor bank
I. Shri K. S. Subrahmanyam	Chief Executive Officer.
2. Shri N. Timmappaiah	Manager, Head Office.

[No. F. 17(13)-BC/65.1]

S.O. 3174.—In pursuance of sub-section (7) of section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 6th October, 1965 as the prescribed date in relation to the scheme for the amalgamation of the Malnad Bank Ltd. with the State Bank of Mysore which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 17(13)-BC/65 (I).]

New Delhi, the 7th October 1965

S.O. 3175.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949) the Central Government has made an order of moratorium in respect of the Josna Bank Ltd., Cochin, under sub-section (2) of the said section,

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Josna Bank Ltd., Cochin with the Lord Krishna Bank Ltd., Cranganore.

And whereas the Reserve Bank after having sent the said scheme in draft to the banks concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The Josna Bank Ltd. shall be the transferor bank and the Lord Krishna Bank Ltd. shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and in current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and

become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If the transferor bank was acting immediately before the prescribed date as a foreman in respect of any chit fund, the rights, duties and obligations in relation to the chit fund shall be regulated in accordance with the following provisions, namely:—

- (i) the transferee bank shall become the foreman of the chit fund and shall continue to exercise all powers and to do all such acts and things as would have been exercised or done by the transferor bank, in so far as they are not inconsistent with this scheme;
- (ii) the funds, if any, of the chit fund lent to or deposited with the transferor bank, or otherwise due from that bank to the chit fund, shall be transferred to the transferee bank and the liabilities corresponding to such funds shall also be payable by the transferee bank in accordance with the other provisions of this scheme;
- (iii) if on the prescribed date the transferor bank in its capacity as the foreman of any chit fund had deposited any security for the due performance of its duties and obligations in relation to the said chit fund, the said security shall continue to be available for the purposes for which it was intended, but shall if and to the extent that it is subsequently released be transferred to and vest in the transferee bank provided that the said security or as the case may be the surplus, if any, after providing for the discharge of the duties or obligations in respect of the chit fund shall be valued and utilised for the purposes of this scheme;
- (iv) notwithstanding anything contained in the Travancore Chitties Act, XXVI of 1120 or the Cochin Kuries Act, VII of 1107, the suspension by the transferor bank of any chit fund or kuri during the period from the close of business on the 12th June 1965 up to and inclusive of the 12th October 1965 or for any part of that period, and any consequent prolongation of the chit fund or kuri shall have effect as though the articles in the variola or variolas or valmpu or vaipus were altered or added to for that purpose by a special resolution or special resolutions of the subscribers of the chit fund or kuri and as though the relevant provisions, if any, of the Travancore Chitties Act or the Cochin Kuries Act were complied with. And notwithstanding anything contained in the Travancore Chitties Act or the Cochin Kuries Act the failure of the foreman to conduct the chit fund or kuri during the said period, or to disburse prize amounts to prized subscribers, shall not be deemed to have terminated the chit fund or kuri;
- (v) notwithstanding anything contained in the variola or variolas or valmpu or valmpus the period fixed for the duration of the chit fund or kuri shall be deemed to have been extended by the period referred to in the previous sub-paragraph;
- (vi) notwithstanding anything contained in the Travancore Chitties Act or the Cochin Kuries Act the Lord Krishna Bank Ltd., shall continue the chit fund or kuri as if the provisions, if any, of the said Act relating to continuance of the chit fund or kuri have been complied with; and

(vii) all the words and expressions used in the preceding sub-clauses but not defined shall have the meanings respectively assigned to them in the Travancore Chitties Act or Cochin Kuries Act.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 12th June 1965 and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956, and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(4) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely:—

(a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.

(b) Where the market value of any Government security such as the Zamindari Abolition Bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.

(c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.

(d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.

(e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.

(f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.

(g) Advances, including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery."

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India, be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank, the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs.

(a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest, if any, accrued thereon upto the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

*Explanation.—*For the purposes of this paragraph, interest payable on a deposit up to the prescribed date shall be regarded as part of the concerned deposit.

(b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the respective holder(s) thereof crediting thereto the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or provisions mentioned at clause (a) above and after adding to the said assets as so valued the aggregate amount of the payments made in terms of clause (a)(i) of paragraph 2 of the moratorium order dated the 9th June 1965 issued to the transferor bank:

Provided that any payment made from a deposit account on or after the 13th June 1965 and before the prescribed date, shall be reckoned towards the amount to be credited under this sub-paragraph and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment:

Provided further that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account, it may, with the approval of the Reserve Bank, withhold the credit to be made in that account

In terms of clause (b) above till the transferee bank is able to ascertain the correct balance in such account.

Explanation.—The term 'pro rata' shall, insofar as it occurs in this paragraph, mean 'in proportion to the respective amounts remaining due as at the close of business on the 12th June 1965 (inclusive of interest payable up to that date)' and shall, insofar as it occurs elsewhere in this scheme, mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

(c) After the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case not later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961 (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of the accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act:

Provided that—

- (a) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;
- (b) In case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately on the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the Corporation has decided to make the payment in respect of that person through the transferee bank.

(d) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of—

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and
- (b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (i) below.

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner, namely:—

(i) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay within three months from such date as may be specified the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;

(ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount

of a debt or asset exceeds Rs. 2,000, the transferee bank shall not, except with the approval of the Reserve Bank of India,—

- (a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;
 - (b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it;
 - (iii) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act, 1949 read with section 45H thereof and also with section 513 of the Companies Act, 1956;
 - (iv) the transferee bank, may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5)(a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;
 - (v) the transferee bank shall, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained,
- (a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 and the amount, if any, provided for by the Corporation; and
 - (b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee bank from the Corporation or have been provided for by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above.

Provided that the amount due to the Corporation shall, if it become necessary so to do, be provided for on the books of the transferee bank and be paid to the Corporation in the manner specified in clause (b) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961.

Provided further that the transferee bank shall make the payments referred to in clause (b) above,—

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph (5) has not been closed or has not matured for payment, by credit to that account, and
- (ii) if the said account has been closed or has matured for payment in cash;
- (vi) the amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if they cannot be paid in full shall abate in equal proportions;
- (vii) After the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may

be available to it, make payments pro rata towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank.

Provided that the transferee bank shall give to any person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that—

- (a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme; and
- (b) the share capital of the transferee bank shall be deemed to have been increased, and notwithstanding the provisions of any enactment, regulation or other instrument, it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme;
- (viii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;
- (ix) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom first any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above.

(7) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (5). (a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(8) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(9) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor banks for anything which is in good faith done or intended to be done in pursuance of this scheme.

(10) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 13th June, 1965.

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 13th June 1965.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(11) The persons specified in the schedule annexed to this scheme shall on the prescribed date cease to be the employees of the transferor bank and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 13th June 1965.

Provided that the compensation if any for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only such as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding).

Provided further that nothing herein shall be deemed to prevent the transferee bank from re-employing any person whose name has been specified in the schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank may deem fit.

(12) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(13) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank.

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(14) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(15) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(16) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and the transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(17) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the Josna Bank Ltd., as sanctioned by the Central Government under sub-section (7) of section 45 of the Banking Companies Act, 1949 (10 of 1949).

<i>Name of the employee</i>	<i>Designation in the transferor bank</i>
1. Shri S. Achutha Prabhu.	Chief Executive Officer.
2. Shri M. Kunjukrishna Pillai.	Agent, Alleppey branch.
3. Shri C. D. Mannadiar.	Agent, Alathur branch.
4. Shri B. Radhakrishna Rao.	Officer-in-charge, Tiruvellwamala branch.
5. Shri P. G. Nair.	Officer-in-charge, Pazhayannur branch.

[No. F. 17(14)-BC/65.]

S.O. 3176.—In pursuance of Sub-section (7) of Section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 13th October, 1965 as the prescribed date in relation to the scheme for the amalgamation of the Josna Bank Ltd., Cochin, with the Lord Krishna Bank Ltd., Crangamore, which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F.17(14)-BC/65(1)]

New Delhi, the 11th October 1965

S.O. 3177.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Vijaya Bank Ltd., Mangalore in respect of the immovable property (Plot of land bearing T.S. No. 832) held by it at Mangalore (South Kanara), till the 5th October 1966.

[No. F. 15(22)-BC/65.]

P. C. TEWARI, Under Secy.

(Department of Economic Affairs)

New Delhi, the 1st October 1965

S.O. 3178.—Statement of the Affairs of the Reserve Bank of India, as on the 24th September, 1965

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	34,22,82,000
Reserve Fund	80,00,00,000	Rupee Coin	5,08,000
		Small Coin	2,69,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	(a) Internal	..
		(b) External	..
		(c) Government Treasury Bills	149,84,33,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad*	12,78,42,000
		Investments*	168,92,80,000
		Loans and Advances to :—	
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	(i) Central Government	..
		(ii) State Governments@	52,51,81,000
Deposits :—		Loans and Advances to :—	
(a) Government :		(i) Scheduled Banks†	8,94,45,000
(i) Central Government	93,42,61,000	(ii) State Co-operative Banks†	158,03,71,000
		(iii) Others	4,18,00,000
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	

(ii) State Governments	11,06,35,000	(a) Loans and Advances to :—	
(b) Banks :			
(i) Scheduled Banks	104,23,96,000	(i) State Governments	29,98,82,000
(ii) State Co-operative Banks	2,81,22,000	(ii) State Co-operative Banks	13,42,00,000
(iii) Other Banks	2,22,000	(iii) Central Land Mortgage Banks
(c) Others	191,18,39,000	(b) Investment in Central Land Mortgage Bank Debentures.	5,34,13,000
Bills Payable	26,24,91,000	Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
Other Liabilities	34,11,64,000	Loans and Advances to State Co-operative Banks	
Rupees	673,11,30,000	Loans , Advances and Investments from National Industrial Credit (Long Term Operations) Fund —	
		(a) Loans and Advances to the Development Bank	2,17,34,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
		Other Assets	32,64,90,000
		Rupees	673,11,30,000

*includes Cash and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. NIL advanced to scheduled banks against usance bills under Section 17(4) (c) of the R.B.I. Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Date the 29th day of September 1965

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 24th day of September, 1965.

ISSUE DEPARTMENT

LIABILITIES	Rs.	RS.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	34,22,82,000		Gold Coin and Bullion :—		
Notes in circulation	2562,70,72,000		(a) Held in India	133,75,66,000	
			(b) Held outside India	..	
Total Notes issued	25,96,93,54,000		Foreign Securities	70,63,24,000	
			TOTAL	204,38,90,000	
			Rupee Coin	105,10,35,000	
			Government of India Rupee Securities	2287,44,29,000	
			Internal Bills of Exchange and other commercial paper	..	
TOTAL LIABILITIES	2596,93,54,000		TOTAL ASSETS	2596,93,54,000	

Dated the 29th day of September, 1965.

P. C. BHATTACHARYYA,
Governor.

[No. F.3(2)-BC-/65]

New Delhi, the 7th October 1965

S.O. 3179.—Statement of the Affairs of the Reserve Bank of India as on the 1st October 1965

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	29,60,43,000
		Rupee Coin	7,87,000
Reserve Fund	80,00,00,000	Small Coin	2,84,000
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	Bills Purchased and Discounted:— (a) Internal (b) External (c) Government Treasury Bills	163,26,33,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances held Abroad*	8,58,21,000
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	Investments** Loans and Advances to— (i) Central Government (ii) State Governments@	147,64,41,000 82,21,36,000

LIABILITIES	Rs.	ASSETS	Rs.
Deposits:—	Loans and Advances to :—		
(a) Government :—		(i) Scheduled Banks†	16,04,05,000
(i) Central Government	124,24,16,000	(ii) State Co-operative Banks††	160,46,53,000
(ii) State Governments	6,30,35,000	(iii) Others	2,03,25,000
(b) Banks:—		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(i) Scheduled Banks	110,23,90,000	(a) Loans and Advances to :—	
(ii) State Co-operative Banks	2,95,21,000	(i) State Governments	29,96,99,000
(iii) Other Banks	2,24,000	(ii) State Co-operative Banks	13,23,29,000
(c) Others	192,31,65,000	(iii) Central Land Mortgage Banks
Bills Payable	17,69,99,000	(b) Investment in Central Land Mortgage Bank Debentures	5,40,77,000
Other Liabilities	30,98,93,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
Rupees	694,76,43,000	Loans and Advances to State Co-operative Banks
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	2,17,34,000
		(b) Investment in bonds/debentures issued by the Development Bank
		Other Assets	34,02,76,000
		Rupees	694,76,43,000

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

††Includes Rs. NIL advanced to scheduled banks against usance bills under section 17(4)(c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 6th day of October, 1965.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of October, 1965

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Gold Coin and Bullion :—					
Notes held in the Banking Department		29,60,43,000	(a) Held in India	133,75,66,000	
Notes in circulation	2586,63,75,000		(b) Held outside India	
Total Notes issued	2616,24,18,000		Foreign Securities	70,63,24,000	
			TOTAL	204,38,90,000	
			Rupee Coin	104,40,99,000	
			Government of India Rupee Securities	2307,44,29,000	
			Internal Bills of Exchange and other commercial paper	
TOTAL LIABILITIES	2616,24,18,000		TOTAL ASSETS	2616,24,18,000	

Dated the 6th day of October, 1965.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/65.]
R. K. SESHADRI,
Director (Banking).

(Department of Economic Affairs)

New Delhi, the 7th October 1965

S.O. 3180.—In exercise of the powers conferred by Section 46 of the State Financial Corporations Act, 1951 (63 of 1951) and in partial modification of the Notification No. F.6(25)-Corp/61 dated the 26th September, 1961, the Central Government hereby directs that the provisions of Section 38 of the said Act shall apply to the Madras Industrial Investment Corporation Limited, Madras, subject also to the exception that the statement, account and reports referred to in sub-section (3) of the said Section 38 shall be submitted to the State Government and the Reserve Bank within six months of the close of each financial year.

[No. F.6(38)-Corp/65]

A. K. NATARAJAN, Under Secy.

(Department of Company Affairs & Insurance)

New Delhi, the 30th September 1965

S.O. 3181.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following instruments made in the exercise of the executive power of the Union may be executed by the Under secretary to the Government of India in the Ministry of Finance, Department of Company Affairs and Insurance, namely:—

“Contracts of reinsurance of policies of insurance of marine hulls against war and allied risks issued by the Life Insurance Corporation of India.”

(By order and in the name of the President)

[No. F. 52(4)-INS.I/65.]

A. RAJAGOPALAN,
Officer on Special Duty & Ex-officio Jt. Secy.

(Department of Company Affairs and Insurance)

New Delhi, the 11th October 1965

S.O. 3182.—The following draft of certain rules further to amend the Insurance Rules, 1939, which the Central Government proposes to make in exercise of the powers conferred by section 114 of the Insurance Act, 1938 (4 of 1938) is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby; and notice is hereby given that the draft will be taken into consideration on or after the 30th November, 1965.

Any objection or suggestion which may be received from any person with respect to the draft on or before the date specified above will be considered by Central Government.

Draft Rules

1. These rules may be called the Insurance (Second Amendment) Rules 1965.

2. In the Insurance Rules, 1939—

- (a) in clause (iii) of rule 2, for the words "the Union Territory of Goa, Daman and Diu" the words "the Union Territories of Goa, Daman and Diu and Dadra and Nagar Haveli" shall be substituted;
- (b) in rule 35, for the brackets and words "(Department of Economic Affairs)", the brackets and words "(Department of Company Affairs and Insurance)" shall be substituted;
- (c) in the Schedule—
 - (i) in Forms III, V-S, V-SA, V-C and V-D, the words "Department of Insurance" shall be omitted;
 - (ii) in Forms V, V-A, V-P and V-PA, the words "DEPARTMENT OF INSURANCE," shall be omitted.
 - (iii) in Form V-SB for the brackets and words "(Department of Insurance)", the words "OFFICE OF THE CONTROLLER OF INSURANCE" shall be substituted; and
 - (iv) in Forms V-B, V-PB and V-E for the words "DEPARTMENT OF INSURANCE", the words "OFFICE OF THE CONTROLLER OF INSURANCE" shall be substituted.

[No. 51(14)-INS.I/65.]

S. S. SHARMA, Under Secy.

(Department of Revenue)

CUSTOMS

New Delhi, the 19th October 1965

S.O. 3183.—In exercise of the powers conferred by sub-section (1) of section 25, read with sub-section (3) of section 160, of the Customs Act, 1962 (52 of 1962) and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 118 dated the 13th June, 1965, the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts any ocean-going vessel manufactured in a warehouse in accordance with the provisions of section 65 of the said Act from the duty of customs leviable thereon when cleared from the warehouse:

Provided that the duty of customs shall be levied on the vessel if it is broken up as if it were then imported to be broken up.

[No. 163/F. No. 3/15/65-Cus. VII.]

G. P. DURAIRAJ, Dy., Secy.

(Department of Revenue)

ORDERS

STAMPS

New Delhi, the 16th October 1965

S.O. 3184.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds to the value of one crore and sixty lakhs of rupees issued by the Andhra Pradesh State Financial Corporation, are chargeable under the said Act.

2. This order shall be deemed to have taken effect from the 27th May, 1965.

[No. 17/65-F. No. 1/45/65-Cus. VII.]

S.O. 3185.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which the bonds of the value of fifty-five lakhs of rupees to be issued by the Uttar Pradesh Financial Corporation are chargeable under the said Act.

[No. 18/65-F. No. 1/60/65-Cus.VII.]

M. G. VAIDYA, Under Secy.

COLLECTORATE OF CENTRAL EXCISE, CALCUTTA AND ORISSA**CENTRAL EXCISE***Calcutta, the 9th July 1965*

S.O. 3186.—In exercise of the powers vested in him under rule 5 of the Central Excise Rules, 1944, the undersigned hereby authorises the Deputy Collectors of Central Excise in the Collectorate of Central Excise, Calcutta and Orissa, Calcutta, to exercise the powers of Collector under sub-rules (5) and (6) of Rule 191-A of the Central Excise Rules, 1944.

[No. 1/1965.]

S. VENKATARAMAN,
Collector.

MINISTRY OF STEEL AND MINES**(Department of Mines and Metals)***New Delhi, the 8th September 1965*

S.O. 3187.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193·25 acres in the villages Samsikhra, Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakputaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Haradhan Dutta, the interested person, had under section 13 of the said Act, preferred his claim to the competent authority for payment of compensation for the said acquisition;

And whereas the said interested person has accepted the compensation paid in pursuance of the decision of the competent authority but has disputed the sufficiency thereof;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal Consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

New Delhi, the 30th September 1965

S.O. 3188.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193·25 acres in the villages Samsikhra, Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakputaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Trigun Prasad Pandey and Shri Patalchandra Pandey, the interested persons, had under section 13 of the said Act, preferred their claims to the competent authority for payment of compensation for the said acquisition;

And whereas the said interested persons have accepted the compensation paid in pursuance of the decision of the competent authority but have disputed the sufficiency thereof;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3189.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government has acquired;

(i) lands measuring 193·25 acres in the villages Samsikhra, Dhandabar, Dhobni, Gopinathdih, Parasia and Garbhudih, and

(ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhobni, Gopinathdih, Chakputaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Haldhar Mansif, the interested person, had under section 13 of the said Act, preferred his claim to the competent authority for payment of compensation for the said acquisition;

And whereas the said interested person has accepted the compensation paid in pursuance of the decision of the competent authority but has disputed the sufficiency thereof;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3190.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

(i) lands measuring 193·25 acres in villages Samsikhra Dhandabar, Dhobni, Gopinathdih, Parasia and Garbhudih, and

(ii) the rights of mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhobni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas S/Shri Mehandi Gope, Dhukhu Gope and Jadu Gope, sons of Ganari Gope, Smt. Bhumni Goalin wife of Mahli Gope, the interested persons

have under section 13 of the said Act, preferred their claims to the competent authority for payment of compensation for the said acquisition;

And whereas S/Shrimati Parbati Goalin w/o. Gokhul Gope, Chhutu Mahto son of Haldhar Mahto, Mehandi Gope, Duku Gope, Jadu Gope sons of Ganauri Gope, Hori Gope and Gopal Gope sons of Hublal Gope, Rati Goalin and Payari Goalin, have also preferred claim to the competent authority for payment of compensation for the acquisition of the said lands and rights, and have disputed the claim of Shri Mehandi Gope, Dhuku Gope and Jadu Gope sons of Ganauri Gope, Smt. Bhumi Goalin w/o. Mahli Gope, to receive the compensation;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3191.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government has acquired,

- (i) lands measuring 193·25 acres in villages Samsikhra, Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights of mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages, Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Bipan Rawani son of Shri Sudhu Rawani, the interested person has, under section 13 of the said Act, preferred his claim to the competent authority for payment of compensation for the said acquisition;

And whereas Mautsi Zila, Bhudan Keryalaya, Dhanbad has also preferred a claim to the competent authority for payment of compensation for the acquisition of the said lands and rights, and has disputed the claim of Shri Bipan Rawani, to receive the compensation;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therfore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3192.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193·25 acres in the villages Samsikhra, Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Rameshwari Tiwary, the interested person, had under section 13 of the said Act, preferred his claim to the competent authority for payment of compensation for the said acquisition;

And whereas the said interested person has accepted the compensation paid in pursuance of the decision of the competent authority but has disputed the sufficiency thereof;

An whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3193.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193·25 acres in the villages Samsikhra, Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha.

in the District of Dhanbad;

And whereas Shri Jageshwari Tiwary, Bisheswar Tiwary, Ramashwari Tiwary and Sarbeswar Tiwary, the interested person, had under section 13 of the said Act, preferred their claim to the competent authority for payment of compensation for the said acquisition;

And whereas the said interested persons have accepted the compensation paid in pursuance of the decision of the competent authority but have disputed the sufficiency thereof;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3194.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193·25 acres in village Samsikhra Dhandabar, Dhabni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights of mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405·25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhabni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas S/Shri Mchandi Gope, Dhukhu Gope and Jadu Gope sons of Gandauri Gope, the interested persons have, under section 13 of the said Act, preferred their claims to the competent authority for payment of compensation for the said acquisition;

And whereas Shrimati Bhumni Goalin wife of Mohali Gope, has also preferred a claim to the competent authority for payment of compensation for the acquisition of the said lands and rights, and has disputed the claim of S/Shri Mehandi Gope, Dhukhu Gope and Jadu Gope, to receive the compensation;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C2-20(7)/63.]

S.O. 3195.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193.25 acres in the villages Samsikhra, Dhandabar, Dhobni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405.25 acres in villages Parasia, Garbhudih, Manidi, Samsikhra, Panderkanali, Chirudi, Dhandabar, Dhobni, Gopinathdih, Chakputaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas Shri Bankinchandra Pandey and Manikchandra Pandey, the interest persons, had under section 13 of the said Act, preferred their claims to the competent authority for payment of compensation for the said acquisition:

And whereas the said interested persons have accepted the compensation paid in pursuance of the decision of the competent authority but have disputed the sufficiency thereof;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested persons.

[No. C2-20(7)/63.]

New Delhi, the 1st October 1965

S.O. 3196.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Mines and Fuel, No. S.O. 2761 dated the 20th September, 1963, made under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,

- (i) lands measuring 193.25 acres in villages Samsikhra Dhandabar, Dhobni, Gopinathdih, Parasia and Garbhudih, and
- (ii) the rights of mine, quarry, bore, dig and search for, win, work and carry away minerals in lands measuring 1405.25 acres in villages, Parasia, Garbhudih, Manidi, Samsikhra, Panderkenali, Chirudi, Dhandabar, Dhobni, Gopinathdih, Chakphutaha, Rajasbera, Sabaldih and Phutaha,

in the District of Dhanbad;

And whereas S/Shri Subodh Kumar Pandey, Prabir Kumar Pandey and Nitai Chandra Pandey sons of Durga Das Pandey, the interested persons have under section 13 of the said Act, preferred their claims to the competent authority for payment of compensation for the said acquisition;

And whereas Shri Raghunath Dutta son of Bhusan Dutta, has also preferred a claim to the competent authority for payment of compensation for the acquisition

of the said lands and rights, and has disputed the claim of S/Shri Subodh Kumar Pandey, Prabir Kumar Pandey and Nital Chandra Pandey, to receive the compensation;

And whereas the amount of the compensation payable for the said acquisition could not be fixed by agreement;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the interested person.

[No. C.2-20(7)63.]

RAM SAHAY, Under Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

CORRIGENDUM

New Delhi, the 1st October 1965

S.O. 3197.—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2333 dated the 14th July, 1965 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated the 24th July, 1965 in village Nasirpur Pattam against Survey No. 93 read extent "0.03" acre for "0.08" acre.

[No. 31/50/63-ONG-Vol. 4.]
C. P. JACOB, Under Secy.

MINISTRY OF COMMERCE

New Delhi, the 6th October 1965

S.O. 3198.—In exercise of the powers conferred by section 3 of the Textiles Committee Act, 1963 (41 of 1963), the Central Government hereby appoints Shri Pramod Javeri, Managing Director, Nirlon Synthetic Fibres and Chemicals Ltd., Bombay, in place of Shri A. R. Ramanathan, Chairman, M/s. Travancore Rayons Ltd., Madras, resigned, and directs that the following further amendment shall be made in the Notification of the Government of India No. S.O. 2914, dated the 22nd August, 1964 published in the Gazette of India Extraordinary Part II, Section 3, Sub-section (ii), dated the 22nd August, 1964, namely:—

In the said Notification, for entry 22, the following entry shall be substituted, namely:—

"22. Shri Pramod Javeri, Managing Director, Nirlon Synthetic Fibres and Chemicals Ltd., Bombay."

[No. 26(9)-TEX(A)/65.]
DAULAT RAM, Under Secy.

TEA CONTROL

New Delhi, the 1st October 1965

S.O. 3199.—In exercise of the powers conferred by section 4 of the Tea Act, 1953 (29 of 1953), read with rules 4 and 5 of the Tea Rules, 1954, the Central Government hereby appoints Shri P. K. Kanoria as a member of the Tea Board until the 31st March, 1966, in the vacancy caused by the resignation of Shri B. P. Bajoria and makes the following further amendment in the notification of the Government of India in the late Ministry of Commerce and Industry No. S.O. 1151 dated the 20th April, 1963 namely:—

In the said notification, for the entry "13 Shri B. P. Bajoria, Messrs. McLeod & Co., Ltd., Calcutta-1," the following entry shall be substituted, namely:—

"13. Shri P. K. Kanoria, M/s. Borahi Tea Co., Ltd., 11, Brabourne Road, Calcutta-1."

[No. 7(1) Plant (A)/62.]
I. R. KAKAR, Under Secy.

(Office of the Chief Controller of Imports and Exports)

NOTICE

New Delhi, the 1st October 1965

S.O. 3200.—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955 the Government of India in the Ministry of Commerce, propose to cancel licence No. P./SS/1521495/C/XX/18/C/D/17-18 dated 24th January, 1964, valued at Rs. 18,000 only for the import of Radio and Transister parts from General Currency Area except Union of South Africa and South West Africa granted by the Joint Chief Controller of Imports and Exports, Central Licensing Arca, New Delhi to M/s. Eclat Radio Appliances, Amritsar, unless sufficient cause against this is furnished to the Chief Controller of Imports and Exports, New Delhi within ten days of the date of issue of this notice by the said M/s. Eclat Radio Appliances, Amritsar or any Bank or any other party, who may be interested in it.

2. Enquiries made have revealed that the licence in question was obtained against bogus Essentiality Certificate purported to have been issued from the Director of Industries.

3. In view of what is stated above, M/s. Eclat Radio Appliances, Amritsar or any Bank or any other party, who may be interested in the said licence No. P/SS/1521495/C/XX/18/C/D/17-18 dated 24th January, 1964 are hereby directed not to enter into any commitments against the said licence and return the same immediately to the Chief Controller of Imports and Exports, New Delhi.

M/s. Eclat Radio Appliances, Vorka Road, Amritsar.

[No. CCI/I(C)/18/65/2684.]

D. P. KARNIK,

Jt. Chief Controller of Imports and Exports.

MINISTRY OF INDUSTRY AND SUPPLY

(Department of Industry)

CORRIGENDUM

New Delhi, the 29th September 1965

S.O. 3201.—In the notification of the Government of India in the Ministry of Industry and Supply S.O. No. 2664 dated the 17th August, 1965, published in sub-section (ii) of Part II of Section 3 of the Gazette of India dated the 28th August, 1965, for the date mentioned in Para 1 (8th line), viz., 16th August 1965, substitute "8th July 1967".

[No. 11(2)Lic. Pol./65.]

R. C. SETHI, Under Secy.

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 30th September 1965.

S.O. 3202.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed, has/have been established during the period 16th September to 30th September 1965.

THE SCHEDULE.

Sl. No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars	
(1)	(2)	(3)	(4)
1 IS: 1554 (Part I)—1964 Specification for PVC insulated (heavy duty) electric cables. Part I for working voltages up to and including 1100 volts (revised).	*IS: 1554 (Part-I)—1961 Specification for PVC insulated (heavy duty) electric cables Part I for working voltages up to and including 1100 volts.	This standard covers the requirements for both armoured and unarmoured single core, twin core, three core and multicore PVC insulated and sheathed cables with an outer sheath for electricity supply and control purposes.	
<p>*NOTE: With a view to facilitate gradual change over by manufacturers, IS: 1554 (Part-I)—1961 Specification for PVC insulated (heavy duty) electric cables, Part I for working voltages up to and including 1100 volts, shall also continue to remain in force concurrently with IS: 1554 (Part I)—1964 Specification for PVC insulated (heavy duty) electric cables, Part I for working voltages up to and including 1100 volts (revised), for a period of six months.</p>			

Copies of this Indian Standard are available for sale, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi—1 and also its branch offices at (i) Bombay Mutual Terrace, First Floor, 534 Sardar Vallabhbhai Patel Road, Bombay-7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2.]

D. DAS GUPTA, Dy. Director

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 6th October 1965

S.O. 3203.—The list of articles in licence No. CM/L-1113 held by M/s. Electrical Machine Industries Pvt. Ltd., Calcutta, the details of which are given in the notification published under S.O. 2667 in the Gazette of India, Part II, Section 3(ii) dated 28 August, 1965, has been revised as under with effect from 1 October 1965:

Arc Welding Transformers, Single Operator Type, 420 Volts Up to 350 Amperes, Max. Continuous Hand Welding Current.

[No. MD/12:1600-A.]

D. V. KARMARKAR, Jt. Director (Marks).

MINISTRY OF HEALTH

New Delhi, the 30th September 1965

S.O. 3204.—In pursuance of clause (a) of rule 3 of the Prevention of Food Adulteration Rules, 1955, the Central Government hereby authorises the Port Health Officer, Bombay to send samples of food to the Central Food Laboratory, Calcutta, for analysis and submission of the certificate of analysis.

[No. F. 14-97/65/PH(L&E.)]

BASHERSHAR NATH, Under Secy.

New Delhi, the 4th October 1965

S.O. 3205.—Whereas Dr. Rudreswar Goswami, M.M.B.S., Ph. D., Vice-Principal-cum-Deputy Superintendent and Professor of Pharmacology, Assam Medical College, Dibrugarh, has been elected with effect from the 19th May, 1965, from the State of Assam, as a member of the Medical Council of India under clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956);

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F. 13/59-MI, dated the 9th January, 1960, namely:—

In the said notification, under the heading "Elected under clause (c) of sub-section (1) of section 3", for the entry against serial No. 5, the following entry shall be substituted, namely:—

"Dr. Rudreswar Goswami, M.B.B.S., Ph.D., Vice-Principal-cum-Deputy Superintendent and Professor of Pharmacology, Assam Medical College, Dibrugarh".

[No. F. 4-28/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

New Delhi, the 1st October 1965

S.O. 3206.—In pursuance of Sub-Rule (iv) of Rule 111 of the Defence of India Rules, 1962, the Central Government hereby makes the following Order in regard to compensation for acquisition or requisition of motor vehicles:—

- (i) In respect of the vehicles requisitioned after the 31st August, 1965, 20 per cent increase shall be paid on the compensation payable under part I of the Order contained in this Ministry's Notification No. 1-TL(56)/62, dated the 22nd November 1962.
- (ii) In the case of total loss of the requisitioned vehicles as a result of enemy action, a further increase over and above the increased compensation mentioned at (i) above of—
 - (i) 15 per cent in respect of vehicles which are three years or less than three years old and
 - (ii) 20 per cent in the case of vehicles which are over three years old.
- (iii) In the case of total loss of requisitioned owner driven vehicles as a result of enemy action an additional increase of 15 per cent over the increased compensation prescribed in (i) and (ii) above.
- (iv) The total compensation payable shall not in any case exceed the market value of a new vehicle of the same make and type as the requisitioned vehicle prevailing on the date of the loss or the damage as the case may be.

[No. 37-TAG(80)/65.]

A. S. BHATNAGAR, Dy. Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 8th October 1965

S.O. 3207.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General Posts and Telegraphs, hereby specifies the 1st November, 1965, as the date on which the Measured Rate System will be introduced in Shimoga Telephone Exchange.

[No. 31/29/65-PHB.]

S. K. SEN,
Assistant Director General (PHB.).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 8 अक्टूबर, 1965

एस० ओ० 3208.—स्प्राइंग्रादेस कम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए 1951 के भारतीय तार नियमों के नियम 434 के खंड III के पैरा (ए) के अनुसार डाक-तार महानिदेशक 1 नवम्बर, 1965 से शिमोगा टेलीफौन केन्द्र में प्रमाणित दर प्रणाली लागू करने का निश्चय करते हैं।

[प० 31/29/65 पी० एच० बी०]

एस० के० मेन,

सहायक महानिदेशक (पी० ए० बी०)

MINISTRY OF WORKS AND HOUSING

New Delhi, the 30th September 1965

S.O. 3209.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 307 dated the 28th January, 1959, namely:—

In the table below the said notification, for the existing entry in column 1 against Serial No. 25, the following shall be substituted, namely:—

“Estate Officer, North East Frontier Railway”.

[No. 32/13/65-Acc. II.]

B. M. LAL, Under Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 1st October 1965

S.O. 3210.—In pursuance of clause (c) of section 2 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby declares Rcmeshwaram to be a notified place for the purposes of the said Act.

2. This notification shall come into force on 1st January, 1966.

[No. F(X)I-64/TX-19/12-I.]

S.O. 3211.—In exercise of the powers conferred by sub-section (1) of section 3 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby—

(a) fixes the rates as mentioned in column (2) of the schedule annexed hereto at which terminal tax shall be levied in respect of every

- railway ticket on all passengers carried by railway from or to the notified place specified in column (1) of the said Schedule;
- (b) directs that the aforesaid terminal tax shall be leviable with effect from 1st January, 1966.

THE SCHEDULE

RATES

Name of notified place	(1)	(2)	Audit	Child between 3-12 yrs. of age
	For short distance passengers 49-242 Kms.	For long distance passengers over 242 Kms.	For short distance passengers 49-242 Kms.	For long distance passengers over 242 Kms.
Rameshwaram	paise	paise	paise	paise
A/c or I Class	30	50	15	25
II Class	10	20	5	10
III Class	5	10	3	5

Explanation: The terminal tax on a return ticket shall be double the rates fixed herein.

[No. F.(X)I-64/TX-19-12-II.]

S.O. 3212.—In exercise of the powers conferred by section 4 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby directs that no terminal tax shall be levied on passengers travelling by Railway from or to Rameshwaram to or from any railway station situated within a radius of 48 kilometres from Rameshwaram.

2. This notification shall come into force on 1st January, 1966.

[No. F. (X)I-64/TX-19/12-III.]

P. C. MATHEW, Secy.

रेल मंत्रालय

(रेसबोर्ड)

नवी दिल्ली, 1 अक्टूबर, 1965

एस० श्रो० 3213.—1956 के रेल यात्री सीमाकर अधिनियम (1956 का 69 वां) की धारा 2 के खण्ड (ग) के अनुसरण में, केन्द्रीय सरकार एतद्वारा घोषणा करती है कि उक्त अधिनियम के प्रयोजनार्थ गोमश्वरम् अधिसूचित स्थान होगा।

2. यह अधिसूचना 1 जनवरी, 1966 से लागू होगी।

[प० एक(एस) I-64/टी एस-19/12-I]

एस० श्रो० 3214.—1956 के रेल यात्री सीमाकर अधिनियम (1956 का 69 वां) की धारा 3 की उपधारा (1) के अनुसरण में, केन्द्रीय सरकार एतद्वारा

(क) अनुच्छन अनुसूची के कालम (2) में उल्लिखित दरें नियत करती है जिनके अनुसार उक्त अनुसूची के कालम (1) में दिये गये अधिसूचित स्थान से वा

को रेल द्वारा ढोये गये सभी यात्रियों से, प्रत्येक टिकट पर सीमा कर लिया जायेगा ।

(ख) निमेश करती है कि पूर्वोक्त सीमा कर 1 जनवरी, 1966 से लिया जायेगा ।

अनुसूची

वर

(1)	(2)	
अधिसूचित स्थान का नाम	वयस्क	3 से 12 वर्ष तक का बच्चा
	49-242 242 कि० मी०	49-242 242
	कि० मी० से अधिक	कि० मी० कि० मी०
	तक की लम्बी दूरी तक को कम से अधिक	दूरी वाले लम्बी दूरी
	कम दूरी वाले यात्री वाले यात्री	दूरी वाले यात्री वाले यात्री
	पैसे	पैसे
रामेश्वरम्		
वातानुकूल या पहला दर्जा	30	50
दूसरा दर्जा	10	20
तीसरा दर्जा	5	10
	पैसे	पैसे

स्पष्टीकरण : वापसी टिकट पर सीमा कर यहाँ नियत दरों का दुगना होगा ।

[स० एफ(एस) I-64/टी० एस-19/12-II]

एस० ओ० 3215.—1956 के रेल-यात्री सीमा कर अधिनियम (1956 का 69 वां) में प्रदत्त अधिकारों का प्रयोग करते हुए कन्द्रीय सरकार एतद्वारा निमेश देती है कि रामेश्वरम् से या को रामेश्वरम् से 48 किलोमीटर के ब्यासार्ध में स्थित किसी भी रेलवे स्टेशन से आने-जाने वाले रेल यात्रियों से कोई सीमा कर नहीं लिया जायेगा ।

2. यह अधिसूचना 1 जनवरी, 1966 से लागू होगी ।

[स० एफ(एस) I-64 /टी० एस-19/ III]

पी० सी० मैथ्यू,
सचिव, रेलवे बोर्ड ।

MINISTRY OF REHABILITATION
(Office of the Chief Settlement Commissioner)
New Delhi, the 30th September, 1965.

S.O. 3216.—In exercise of the powers conferred by sub-section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of

1954), the Central Government hereby appoints Shri Sapuran Singh, I.A.S., Secretary, Rehabilitation Department, Punjab Government so long as he holds that post, to be a Settlement Commissioner in the State of Punjab, for the purpose of performing, in addition to his own duties as Secretary, Rehabilitation Department, Punjab Government the functions assigned to a Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural area including houses, cattle sheds and vacant sites, if any, forming part of the Compensation Pool.

[No. F. 3(10)/L & R/65.]
M. J. SRIVASTAVA, Under Secy.
Settlement Commissioner & Ex-Officio.

(Office of the Chief Settlement Commissioner)

New Delhi, the 1st October 1965

S.O. 3217.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government hereby appoints Shri Harish Chander, Assistant Settlement Commissioner, Delhi as Additional Settlement Commissioner for the purpose of performing the functions assigned to such officer by or under the said Act with immediate effect.

[No. 5(2)/63-ARG.]

New Delhi, the 6th October 1965

S.O. 3218.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Shri Sapuran Singh, Secretary to the Government of Punjab, Rehabilitation Department, as Custodian for the State of Punjab for the purpose of duties imposed on Custodian by or under the said Act with effect from the date he took over charge of his post.

[No. 7(20)AGZ/65.]

New Delhi, the 7th October 1965

S.O. 3219.—In exercise of the powers conferred by Sub-Section (I) of Section 6 of the Administration og Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints, for the Union Territory of Delhi, Shri J. C. Gulati, Settlement Officer in the office of the Regional Settlement Commissioner, New Delhi as Deputy Cutodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with effect from 16th September, 1965.

[No. 6(6)62/ARG.]

KANWAR BAHADUR,
Settlement Commissioner (A) and
Ex-Officio Dy. Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 4th October 1965

S.O. 3220.—In exercise of the powers conferred on me by Sub-Section (2) of Section 10 of the Displaced Persons (Claims) Supp'ementary Act, 1954 (No. 12 of 1954), I delegate to Shri Harish Chander, Additional Settlement Commissioner, the powers vested in me under Section 5 of the Displaced Persons (Claims) Supplementary Act, 1954 to be exercised by him in relation to revision of cases decided under the Displaced Persons (Claims) Act, 1950.

[No. 5(2)/63-ARG.]

New Delhi, the 16th October 1965

S.O. 3221.—In exercise of the powers conferred on the Chief Settlement Commissioner by sub-Section (2) of Section 24 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, he hereby delegates with immediate effect to Shri Sapuran Singh I.A.S. Settlement Commissioner, Punjab, his powers under Section 30(2) of the said Act in so far as such orders relate to any sums due under the said Act in respect of the property (including agricultural land) in the State of Punjab in a rural area as defined in clause (f) of rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, which forms part of the Compensation Pool. Shri Sapuran Singh will exercise this power only so long as he holds the post of Secretary, Rehabilitation Department, Punjab Government.

[No. 3(10)/L & R/65.]

S.O. 3222.—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-section (2) of Section 24 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, he hereby delegates, with immediate effect to Shri Sapuran Singh, I.A.S., Settlement Commissioner, Punjab, his powers under Sections 23, 24 and 28 of the said Act for the purposes of passing necessary orders under these Sections in so far as they relate to the custody, management and disposal of property (including agricultural land) in the state of Punjab in a rural area as defined in clause (f) of rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, which forms part of Compensation Pool. Shri Sapuran Singh will exercise this power as long as he holds the post of Secretary, Rehabilitation Department, Punjab Government.

[No. 3(10)/L & R-65.]

G. D. KSHETRAPAL,
Chief Settlement Commissioner.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 1st October 1965

S.O. 3223.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri Nitin Sethy after consultation with the Central Board of Film Censors as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. 11/2/62-FC.]

New Delhi, the 6th October, 1965

S.O. 3224.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby reappoints Shri T. Shiva Kumar Radhi as a member of the Advisory Panel of the said Board at Madras with effect from 25th August, 1965.

[No. F. 11/3/65-FC.]

S.O. 3225.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby reappoints Shri V. V. L. Prabhakar as a member of the Advisory Panel of the said board at Madras with effect from 25th August, 1965.

[No. F. 11/3/65-FC.]

ORDER

New Delhi, the 6th October 1965

S.O. 3226.—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952)—
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film.	Length 35 mm.	Name of the applicant.	Name of the Producer.	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film.
1	2	3	4	5	6
1.	Maharashtra News No. 160. (Hindi and Marathi).	276 M	Director of Publicity Govt. of Maha- rashtra Bombay.		Film dealing with news and current events. (For release in Maharashtra Circuit only).

[No. F. 24/1/65-FP.App. 1026.]

G. S. GUPTA, Dy. Secy.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 25th September 1965

S.O. 3227.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and having regard to the location of the factory in an implemented area, the Central Government hereby exempts the Laundry Plant at the Medical College and Hospital, Nagpur from the payment of employers' special contribution leviable under chapter VA of the said Act for the period up to and including the 4th August, 1966.

[No. F. 6/63/65-HI.]

S.O. 3228.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) and in supersession of the previous orders on the subject contained in the letter of the Government of India in the late Ministry of Labour No. HI(73)/56 dated the 1st August, 1956 and having regard to the location of factory in an implemented area, the Central Government hereby exempts the factories belonging to the B.E.S.T. under the Municipal Corporation of Greater Bombay which are specified below, from the payment of the employers' special contribution leviable under Chapter VA of the said Act.

1. The B.E.S.T. Undertaking's Distribution Workshops, Mazgaon, Bombay.
2. The B.E.S.T. Undertaking's Santacruz Bus Garage, Santacruz, Bombay.
3. The B.E.S.T. Undertaking's Bus Garage, Kurla, Bombay.
4. The B.E.S.T. Undertaking's Victoria Gardens Depot, Byculla, Bombay-8.
5. The B.E.S.T. Undertaking's Transport Engineering Workshop of the Municipal Corporation of Greater Bombay, Kingsway, Dadar, Bombay-14.
6. The B.E.S.T. Undertaking's Grant Road, Station, Khetwadi 10th Lane, off Grant Road.
7. The B.E.S.T. Undertaking's Sales Department Best House, Fort, Bombay-1.
8. The B.E.S.T. Undertaking's Colaba Tram Depot, Best House, Fort, Bombay-1.
9. The B.E.S.T. Undertaking's Kussara Receiving Station, Kussara Basin, Mazagon, Bombay.
10. The B.E.S.T. Undertaking's Esplanade Receiving Station, Lohar Chawl, Princess Street, Bombay.
11. The B.E.S.T. Undertaking's Colaba Bus Garage, Best House, Fort, Bombay-1.
12. The B.E.S.T. Undertaking's Tardeo Tram Depot, Tardeo, Bombay-7.
13. The B.E.S.T. Undertaking's Meter Testing Department, Electric House, Fort, Bombay.
14. The B.E.S.T. Undertaking's Apollo Receiving Station, Custom House Road, Fort, Bombay.

15. The B.E.S.T. Undertaking's Central Bus Garage, Stall, Bellasis Road, Bombay.
 16. The Municipal Printing Press, Casnac Bridge, Bombay.

[No. F. 6/57/65-HI.]

S.O. 3229.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and having regard to the location of the factories mentioned in the Schedule below in sparse areas in the State of Mysore, exempts them from the payment of the employers' special contribution leviable under chapter VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE

Sl. No.	Name of District	Name of the area	Name of the factory
1	Bangalore	Ankal	Mysore State Road Transport Corporation
2	Belgaum	Hindalga	Anand Works.
3	Chickmaglur	Basavanahalli	Sree Ganesh Saw Mills.
4	Dharwar	Gadag	Vijay Textiles.
5	Kolar	Kolar	Mysore State Road Transport Depot.
6	Raichur	Munirabad	(1) Tungabhadra Pulp and Board Mills Ltd. (2) Chamundi Chemicals and Fertilizers Ltd. (3) Workshop Tungabhadra project, Major Repair Sub-Division.
7	Shimoga	Hulikal	Ambika Tile Works.
8	South Kanara	Jodhmarga Gulvady	Mysore Commercial Union Ltd. M/s. Udaya Industries, Gulvady.

[No. F. 6(29)/65-HI.]

S.O. 3230.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and having regard to the location of the factories mentioned in the Schedule below in sparse areas in the State of Punjab, the Central Government exempts them from the payment of the employers' special contribution leviable under chapter VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE

Sl. No.	Name of District	Name of the area	Name of the factory
1	Ambala	Dadupur	M/s. Kamal Electric Wave (P) Ltd.
2	Amritsar	Kotmit Singh Taran Taran	1. M/s. Devi Dass & Sons. 2. M/s. Darbar Woollen Mills. 1. M/s. Sunder Singh Jit Singh. 2. M/s. Free India Engineering Works.
3	Bhatinda	Moh Mandi	M/s. Nathu Ram Revi Karan.
4	Ferozepur	Moga	1. M/s. Jai Bharat Metal Industries. 2. M/s. Food Specialists.

SL. No.	Name of District	Name of the area	Name of the factory
5	Gurdaspur	Gidardaha Gurdaspur Pathankot Dina Nagar	M/s. Khetu Ram Bishamber Das Iron Box Factory. M/s. Kandu Mal Rikhi Ram Rice & Dal Mills. M/s. Himalaya Timber Industries M/s. Gupta Rubber Mills.
6	Hissar	Sirsia	M/s. Bhakra Cotton & Genl. Mills (P) Ltd.
7	Hoshiarpur	Talwara . . .	M/s. Tractor & Shoe Repair Workshop.
8	Jullundur	Chak Bilgan.	M/s. Prem Agrico Industries.
9	Kapoorthala	Chak Hakiman	1. M/s. Kanwal Spring Co. 2. M/s. German Industries.
10	Karnal	Chiaro	M/s. Karnal Card Board Industries.
11	Patiala	Amloh	1. M/s. Shaker Iron & Steel Rolling Mills. 2. Dhinga Iron & Steel Industries
12	Rohtak	Akbar Pur. Roor Bar Khalsa	M/s. Hindustan Dwidt Tools Ltd. M/s. Ashok Potteries, 20th mile, G. T. Road.
13	Sangroor	Kasoie . . . Sangroor Barnala	M/s. Mercury Rubber Mills. 1. M/s. Bharat Electric Works. 2. M/s. S.A.S. Cotton Factory. M/s. Gopal Steel Industries.

[No. F. 6/22/65-HI.]

S.O. 3231.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factory in an implemented area, exempts the Cottage Industries and Textile Training Institute, Nagpur, from the payment of employers' special contribution leviable under Chapter VA of the said Act for the period upto and inclusive of the 1st June 1966.

[No. F. 6(53)/65-HI.]

DALJIT SINGH, Under Secy.

New Delhi, the 8th October 1965

S.O. 3232.—In exercise of the powers conferred by sub-section (1) of section 3 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956) and in supersession of the notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1310, dated the 23rd April, 1957, the Central Government hereby adds to the Schedule to the said Act the following village industries, namely:—

- (i) Manufacture of shellac;
- (ii) Collection of forest plants and fruits for medicinal purposes;
- (iii) Fruit processing and fruit preservation;
- (iv) Bamboo and cane work;
- (v) Blacksmithy;
- (vi) Carpentry; and
- (vii) Fibre other than coir.

[No. 5/47/63/KVI(P).]
P. SITARAMAN, Dy. Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th September 1965

S.O. 3233.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in respect of an industrial dispute between the employers in relation to the Oriental Fire and General Insurance Company Limited and their workmen which was received by the Central Government on the 25th September, 1965.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 12 OF 1965

PARTIES:

Employers in relation to the Oriental Fire and General Insurance Co., Ltd.

AND

Their workmen

PRESENT:

Shri L. P. Dave.—Presiding Officer.

APPEARANCES:

On behalf of employers.—Shri T. K. Jagadeesh and Shri M. M. Shah.
Advocates.

On behalf of workmen.—Shri S. N. Banerjee, Advocate.

STATE: West Bengal.

INDUSTRY: Insurance.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 70(13)/64-LRIV dated 30th January, 1965, have referred the industrial dispute existing between the employers in relation to the Oriental Fire and General Insurance Company Limited and their workmen regarding the question whether the management was justified in retrenching Shri Benoy Shankar Roy with effect from 31st July 1964 and if not, to what relief he is entitled for adjudication to this Tribunal.

2. In response to notices issued by this Tribunal, the workmen represented by the Oriental Fire and General Insurance Employees' Union (to which I shall hereafter refer to as the Union), and the Oriental Fire and General Insurance Co., Limited (which I shall hereafter refer to as Company) filed their respective written statements.

3. The present dispute relates to a clerk named Shri Benoy Shankar Roy, who was admittedly appointed as a clerk in the Asansol office of the Company from 21st January, 1963, and was retrenched with effect from 31st July, 1964. The company is doing work of general insurance and has several offices in India. It is an admitted fact that for the purpose of administration the Company has divided its offices into regions one of which is the Eastern Region with its office at Calcutta. Asansol office is under this region. It is also an admitted fact that after the Chinese Aggression in 1962 the Government of India brought into force the Emergency Risks Insurance Schemes briefly referred to hereafter as E.R.I., and appointed the Company as its agent for implementing the said schemes. As the regular staff of the company was not sufficient for this additional work, the company recruited several persons in different offices for this E.R.I. work. It appears that the salaries of the staff engaged for E.R.I. work was to be borne by the Government. In 1964 the Government suspended the collection of premia in respect of E.R.I. Schemes with the result that the Company's work in connection with the Scheme was considerably reduced. Ultimately, the company decided to retrench all persons who had been recruited for this work and first issued a notice under rule 77 of the Industrial Disputes (Central) Rules and put it on a Notice Board. Thereafter several of these people were retrenched.

4. There are several unions of the workmen working in the company at different places. Different unions are affiliated to a Federation called All India Federation of Oriental Fire and General Insurance Employees' Association which works on all India basis. It appears that when the company decided to retrench staff taken up for E.R.I. work, the unions and their Federation raised an industrial

dispute about it which went to conciliation. Ultimately an agreement was arrived to between the Company and the Federation on 3rd September, 1964, on a all India basis settling the dispute regarding retrenchment of the E.R.I. department staff in all the regions of the company.

5. The above facts are not in dispute.. The union's case is that the workmen concerned in this dispute, namely Shri Roy, was recruited in the General Department of the company and not in the E.R.I. department. It was therefore contended that he could not be retrenched because of the fall in E.R.I. work. It was also contended that as he was not a member of the E.R.I. staff, the above agreement did not affect him. Hence it was urged that his retrenchment was unjustified, illegal, *mala fide* and an instance of unfair labour practice.

6. On the other hand, the company's contention is that Shri Roy was recruited to the E.R.I. department; that he was, therefore, retrenched on the reduction of E.R.I. work and that retrenchment was proper and justified. It was further contended that his case had been taken up by the union along with the case of other retrenched persons of the E.R.I. department and the above agreement would cover his case and that it was actually acted upon in his case also. The company, therefore, urges that Shri Roy is not entitled to any relief.

7. The first question that would arise for consideration is whether Shri Roy was appointed as a member of the general staff of the company or as a member of its E.R.I. department. Admittedly no appointment letter was issued to him. At one stage it was contended that letters were issued to persons appointed to the E.R.I. department and as no such letter was issued to Shri Roy, it would mean that he was appointed to general department. This contention cannot be accepted. Ordinarily a letter of appointment would be issued to a person when he is appointed for the general normal work of the company. E.R.I. was a special work which the Company was called upon to do at short notice from January, 1963, and for that purpose it started recruiting persons immediately thereafter. In the beginning, therefore, the position may not have been clear and hence no letters of appointment were given to persons recruited to the E.R.I. department. The letter of the Union written to the Conciliation Officer, Calcutta, on 18th June 1964, makes this clear. It mentions *inter alia* that the E.R.I. scheme came into force from 1st January, 1963; that the company started recruiting new hands on and from 21st January, 1963, as the existing hands were not sufficient to cope with the work that the employees were not at first given appointment letters; that it was only after 1st June, 1963, that they were given appointment letters; that these appointment letters were withdrawn and replaced by fresh appointment letters and that again another appointment letter was given modifying certain terms and conditions. These statements made by the Union would go to show that the company had not decided the position of the E.R.I. staff in the beginning because the work came to it almost suddenly and had to be attended to immediately. The scheme came into force from 1st January, 1963, and the company had to start recruiting people from 21st January, 1963; hence at that stage no appointment letters were given and appointment letters were given only from June, 1963. Again these letters were withdrawn and replaced by fresh appointment letters and later on certain terms and conditions thereof were modified. In the circumstances, the mere fact that Shri Roy (who was almost the first person to be recruited after the E.R.I. Scheme came into force) was not given an appointment letter at the time of his appointment would not necessarily mean that he was recruited as a member of the general staff for general work.

8. Reliance was then placed on a letter of 18th January, 1963, written by the Deputy Regional Manager of the company to its Branch Secretary, Asansol; a carbon copy thereof bearing the Deputy Regional Manager's signature has been produced by the Union to whom it was given by Shri Roy. I am not satisfied with the explanation given by Shri Roy as to how he came into possession of this letter. He says that this letter was given to him by the Deputy Regional Manager to be given to the Branch Secretary, Asansol; that he accordingly took it and gave it to the Branch Secretary; that later on when the original letter on the letter-head of the company was received by post by the Branch Secretary, he handed over this letter to Shri Roy. I do not believe this. There was no reason for the Branch Secretary to have handed over this letter to Shri Roy especially when it is said that he did so about 2 days after this letter was handed over to him by Shri Roy. Actually, it appears that Shri Roy has been making wrongful uses of certain office letters; for instance, when he wrote a letter to the Union on 27th July, 1964, he enclosed therewith a copy of the typing test of some clerk taken by another clerk with his remarks and initials. This typed letter of the typing test containing the remarks and initials of an employee of

the company would form part of the company's record and still Shri Roy sent it to the union showing that he was making wrongful use of the records of the company. It is, therefore, not unlikely that the signed carbon copy of the letter of the Deputy Regional Manager to the Branch Secretary, was similarly extracted by him from the company's file.

9. This however makes no difference to the facts of the present case. In whatever way Shri Roy got possession of this letter, it is an admitted fact that this letter was written by the Deputy Regional Manager to the Branch Secretary regarding appointment of Shri Roy. As the letter is important, I would give it in extenso here:

(Emergency Risks Deptt.)
The 18th January, 1963

The Actg., Branch Secretary, Asansol.

Dear Sir,

Emergency Risk Insurance: Appointment of one Assistant/Typist.

Since we feel that you may require an additional hand for attending to all types of work in respect of the Emergency Risks Insurance business, we would suggest that one Assistant from our existing staff at Asansol experienced in office works may be deputed for this job and the vacancy that may be created in this connection has to be filled up by an additional hand.

We are sending Shri Binoy Shankar Roy as a temporary typist for your office to fill up this vacancy. He is an experienced Typist and had been working in the 'Pool of Insurance Association'.

We shall thank you very much if you kindly allow him to stay for a few days at the office premises till he manages to get a suitable accommodation for himself.

Yours faithfully,

Sd. Illegible

Deputy Regional Manager.

P.S: He would attend his duties on and from the 21st January, 1963.

d/b.

10. It was argued that this letter shows that an experienced clerk from the general office was to be asked to do the E.R.I. work and Shri Roy was to be taken up in the general office to fill up the vacancy caused by the deputation of one of the clerks to the E.R.I. section and that accordingly Shri Roy was appointed to the general office. Whereas I agree with the first part of this contention, namely that the intention of this letter was that one of the clerks was to do E.R.I. work and Shri Roy was to be taken up in the general department, I do not agree with the latter part of the contention that he was actually appointed in general department. The facts and circumstances of the case show that he was appointed to the E.R.I. department.

11. The first para of the above letter mentions that an additional hand would be required in the Asansol office for E.R.I. work. It was, therefore, suggested that one assistant from the existing staff at Asansol may be deputed for this job and the vacancy that may be created in this connection would have to be filled up by an additional hand. The second para mentions that they were sending Shri B. S. Roy as a temporary typist to the Asansol office to fill up this vacancy. It would, therefore, appear that the intention of the Deputy Regional Manager was that one of the regular clerks from the general office should be asked to do the E.R.I. work and that Shri Roy should be appointed in the general office in place of that clerk.

12. It however appears that the Branch Secretary appointed Shri Roy to the E.R.I. department without disturbing his general office. A bunch of papers have been produced by the Company regarding payments made to Shri Roy and in all the receipts and vouchers Shri Roy has been shown as a member of the E.R.I. staff. The receipts of payments made to Shri Roy refer to him as a temporary typist for E.R.I. work. The vouchers also show that he was in the E.R.I. department. Shri Roy has been referred like this in all the receipts as a member of the E.R.I. staff and he has signed all these receipts wherein he has been shown as a member of the E.R.I. staff. He is not illiterate person and his signatures on the different receipts wherein he has been shown as E.R.I. staff clearly indicate

that he knew that he was considered to be a member of the E.R.I. staff. It may be noted that it is not in one or two receipts that this is so mentioned but he has been so mentioned in all the receipts. I may also mention in this connection that the company has produced some typed salary statements of the E.R.I. staff for the months of November 1963 and January 1964 to June 1964 separately for each month. Each statement is headed "E.R.I. SALA X STATEMENT FOR THE MONTH OF" and in each statement Shri Roy's name is shown as a typist. In his deposition before me, Shri Roy has admitted that all these statements were typed by him. In other words, he had positive knowledge that he was shown as a member of the E.R.I. department and his salary was shown as E.R.I. salary. This is a very important document, showing that he was appointed to the E.R.I. department.

13. It is true that for the first few days he did some typing work but this has been explained on behalf of the Company that during the first few days he was being given training. This appears to be so because even Shri Roy admits that after a few days he was doing E.R.I. work. His contention however has been that he was doing not only E.R.I. work but general office work also. He has admitted in his evidence that he was the only clerk in the office who was doing E.R.I. work. In other words, there was no other clerk doing E.R.I. work. It may be that he may not have sufficient work in the E.R.I. department and his services may have, therefore, been utilised for general work but that would not mean that he became a member of the general staff or that he ceased to be a member of the E.R.I. staff. The fact that he alone was the clerk doing E.R.I. work is a clear indication that he was appointed to the E.R.I. department.

14. According to the rules of the company, a clerk appointed in the general department would have to be made permanent within 3 months and would be entitled to the Provident Fund benefits. Admittedly Shri Roy was never made permanent and was never given Provident Fund benefits. He never made any complaint about this nor did he approach the Union or anyone else in this connection. This again shows that he was recruited for E.R.I. work only.

15. It was then urged that the Branch Secretary was not happy with Shri Roy's appointment because he had his own candidate. In this connection, Shri Roy has said that the Branch Secretary Shri Sen was behaving rudely with him. When questioned on this point, he said that he was made to sit in an open verandah and that Shri Sen had verbally complained against Shri Roy to the Calcutta office and that someone informed him about this. Shri Roy could not say as to who gave him this information. It is rather strange that someone should know about an oral complaint said to have been made by Shri Sen at Calcutta and that he should inform Shri Roy about it. Shri Roy has also complained that no fan was given to him but later on he admitted that a fan was given but the fan was not working properly. Shri Sen had admitted that the fan had gone out of order for some time but it was repaired. A fan getting out of order is not an uncommon thing and merely because a particular fan went out of order it would not mean that Shri Roy was deliberately treated in an improper way by Shri Sen. It is significant to note in this connection that Shri Roy never made any complaint about this alleged rude behaviour of Shri Sen to anyone. He says that he had once gone to Calcutta and complained about it to the Deputy Regional Manager but even after this Shri Sen's behaviour is said to have remained as before; still Shri Roy did not repeat his complaint to the Deputy Regional Manager when he visited Asansol. He did not complain to the Regional Manager who also visited Asansol. He did not write any letter to anyone or to the Union. It was for the first time that he wrote a letter to the Union on 27th July, 1964, that is, on the eve of his retrenchment. I do not attach any importance to the allegations made in this letter because of the fact that it was written when Shri Roy was about to be retrenched. The company had already decided to retrench its E.R.I. staff and had put up a notice on the Notice Board about it in June and Shri Roy's name was included therein. After this, retrenchment notices had started to be given and Shri Roy expected the same notice and it was at this stage that he wrote this letter to the Union of which he was not even a member. In my opinion, this letter must have been written with a view to create evidence to suit his purpose. But even in this letter, there is no allegation that Shri Sen had behaved rudely with Shri Roy. It is one Shri Pal who is alleged to have been rude with him and not Shri Sen. On the whole, I do not believe Shri Roy about Sen being rude with him or about Shri Sen being not happy with his appointment, etc.

16. Incidentally, I may mention here that even in this letter Shri Roy has not complained that though he was recruited as a member of the general staff, he was asked to do E.R.I. work or that he was treated as a member of the E.R.I. staff. This allegation appears to me to be an after thought.

17. As I mentioned earlier, the union mainly relies on the letter dated 18th January, 1963 written by the Deputy Regional Manager to the Branch Secretary and contends that this establishes that Shri Roy was appointed as a member of the general staff. I may repeat that this appears to have been the intention of the Deputy Regional Manager. Somehow or other the Branch Secretary thought it fit to appoint Shri Roy to the E.R.I. Section. The letter shows that the Regional Manager "suggested" that a senior clerk from the office may be deputed for E.R.I. work. In other words, that was a recommendation and at least that appears to have been so treated by the Branch Secretary. In any case, even if the Branch Secretary disobeyed the directions of the Regional office, it would be a matter between the Regional office and him. The workman concerned cannot take any advantage of it; because, so far as he is concerned, there is nothing to show that he was definitely told that he was recruited as a member of the general staff. All that he may have been told that he was appointed as a typist in the Asansol office and that is why when he was asked to do the E.R.I. work and when he was paid as a member of the E.R.I. department, he never made any protest.

18. Admittedly E.R.I. work dwindled down in 1964 and the company decided to retrench its E.R.I. staff. It thereupon put up a notice on the Notice Board, giving a list of persons proposed to be retrenched as required by Rule 77 of the Industrial Disputes (Central) Rules. Shri Roy's name was included in this list. The Union Secretary Shri Jagdish Prasad has admitted in his deposition that the list which has been produced here were the list which he had seen on Notice Board in June, 1964. As I mentioned above, Shri Roy's name is included in it. This list is headed "List of employees engaged in the E.R.I. Section". This also shows that Shri Roy was a member of the E.R.I. staff. After considering all the facts and circumstances of the case, I am of the opinion that Shri Roy was a member of the E.R.I. staff and not of the general staff.

19. When the E.R.I. work dwindled down the company had to retrench the staff engaged for the purpose. It was therefore justified in retrenching Shri Roy who was appointed to do this work in the Asansol Branch. At this stage, I may also mention that even if he was recruited in the general department, because a member of the general department, was deputed to do E.R.I. work, when the E.R.I. work came to an end when a person had to be retrenched, it would be Shri Roy who would have to be retrenched because he was the junior most clerk in that office. On this ground also, his retrenchment would be justified.

20. It was however contended that at the time of retrenchment the seniority should not be taken only of the particular office but it should be of the entire region. In this connection, however, the union's case all along has been that members of the general staff are not liable to transfer. If that is so, the seniority that will have to be taken into account will be for the particular office and not for the entire region.

21. It then appears that one or two clerks in Calcutta office in the E.R.I. section who had been appointed subsequent to Shri Roy and others were continued while others senior to them were retrenched and the company has justified this on the ground that they were doing a particular work which no other clerk could do. It is not necessary for me to express any opinion on this at this stage because I find that the union has ultimately acquiesced in this position. At the time of the agreement of September, 1964, they consented to the clerks who had then not been retrenched and who were still continuing in service then to be so continued and the clerks who had been retrenched were to be appointed as and when vacancies arose (in future). This means that the union's and their Federation acquiesced in the retention of certain particular clerks when some clerks senior to them were retrenched.

22. As I mentioned above, when the company decided to retrench the E.R.I. staff, they put up a list on the Notice Board naming 34 persons whom they proposed to retrench. This notice was put on the Notice Board in June, 1964. From the evidence of the Union Secretary Shri Jagdish Prasad, it appears that the Union had sent a telegram to the Labour Minister in June as they anticipated retrenchment and it was after this that the company had put up this notice on the Notice Board. Thereupon they wrote a letter to the Regional Labour Commissioner on 18th June, 1964. In that letter, the union took up the case of the 34 persons whom the company wanted to retrench. That means that they took up the case of all the 34 persons mentioned in the above notice. Shri Jagdish Prasad has stated in his deposition that the Conciliation Officer had not taken any action in this matter but the Union did not pursue the matter further because they had moved their association (Federation), who had taken up the matter with the Company. As I have already stated above, the dispute between the company and the Federation

resulted in an agreement dated 3rd September, 1964, before the Regional Labour Commissioner, Bombay. That agreement was signed by the General Secretary of the Federation. Shri Jagdish Prasad admits that this agreement is binding on them as their union is affiliated to the Federation but he contends that it does not cover the case of Shri B. S. Roy. According to the terms of this settlement, out of those employees who were working in the E.R.I. department, some employees were still continuing in service on 3rd September, 1964, and they were to be retained in service and the regular vacancies in the different regions were to be first filled up from the retrenched employees in order of seniority. The agreement then dealt with some employees who had resigned from E.R.I. department but were later taken up in the service of the company and in their case they were to be given the benefit of their service in the E.R.I. department. Lastly, the agreement dealt with those employees of the E.R.I. department who had already been retrenched. In their case it was agreed that they were to be given preference on region-wise basis for appointment in the regular vacancies arising after absorbing the employees of the E.R.I. department who were still continuing in service. It was further agreed that all these employees were to be allowed to contribute to the Provident Fund from the date they were absorbed. Lastly it was mentioned that this was an overall settlement of the dispute regarding retrenchment of the E.R.I. department staff in all regions.

23. As I mentioned above, Shri Roy was a member of the E.R.I. department or, at any rate, he was considered such by all concerned. His name was included in the list of the E.R.I. staff which was to be retrenched and the union had raised an industrial dispute regarding all the persons mentioned in the list which included Shri Roy. The above settlement was a settlement of this dispute and it cannot, therefore, be said that it did not cover the case of Shri Roy. This settlement was arrived at in the course of conciliation proceedings and would be binding on all parties to the dispute under section 18(3) of the Act. Under clause (d) of this sub-section, it would be binding on Shri Roy also.

24. It is significant to note that Shri Roy has got an advantage of this settlement. This settlement, as I mentioned above, laid down that those employees of the E.R.I. department who were still continuing to work and who were 63 in number were to be absorbed first and then those persons who had been retrenched were to be given preference for appointment in regular vacancies and all these persons when they were absorbed were to be allowed to contribute to the Provident fund from the date of absorption. As I mentioned earlier, if a person is appointed as a clerk for the first time, he would get the benefit of Provident fund scheme only after 3 months. But in the case of these people, they were to be made permanent from the very first day and they were also to get advantage of the Provident fund scheme from the very first day.

25. It appears that because of this agreement, the company wrote a letter to Shri Roy on 15th January 1965 offering him the post of a typist in the regular cadre at its Jamshedpur office as a vacancy arose then in that office. He was asked to fill in an application form if he wanted to accept the job and thereupon he filled in that form and was appointed as an assistant (typing) in the Jamshedpur office with effect from 27th January 1965. A letter of appointment was given to him on 2nd February 1965 wherein it was mentioned that he was appointed on permanent basis and also that he was allowed to join the Staff Provident Fund with effect from the date of his appointment (27th January 1965). Shri Roy is admittedly working in the Jamshedpur office. But for the above settlement, when he was appointed in Jamshedpur office, he would have been on probation for a period of 3 months and would not have got the advantage of Provident fund scheme. But because of the above settlement, he was appointed on a permanent basis and got the advantage of the Provident fund scheme from the very first day. Thus, he has got advantage of the agreement which has thus been acted upon both by the Company and him.

26. I may mention here that it was contended on behalf of the union that the notice given to Shri Roy regarding his retrenchment was illegal. This notice mentions that his appointment in the E.R.I. section would stand terminated with effect from the close of business on 31st July 1964; that he would be paid his salary for July and also one month's salary in lieu of notice, salary against the privilege leave due to his credit, bonus and compensation that is provided under Section 25F of the Industrial Disputes Act. It was contended that Section 25F requires three things before a person could be retrenched. The first is that the workman has to be given one month's notice in writing indicating reasons for retrenchment, or the workman has to be paid in lieu of such notice, wages for the period of notice. Secondly, it requires that the workman has to be paid at the time of

retrenchment certain compensation and lastly it requires that notice in the prescribed manner has to be served on the appropriate Government. It was contended that the above notice was illegal firstly because it did not indicate the reason for retrenchment and secondly because notice in the prescribed manner had not been served on the appropriate Government. At the time of arguments, however, it was conceded that not giving of a notice to Government would not invalidate the notice because it did not affect the workman. It was however urged that the notice that was given did not indicate the reason for retrenchment. This is so. It would however not affect the validity of the notice. It is not required that reasons must be given but that they were to be indicated. In other words, it means that the workman should be made to feel that there was reason for the said retrenchment. In the present case, the company had already put up a notice on the Notice Board in June about the proposed retrenchment of all the members of the E.R.I. staff. Again, when a person was paid wages for one month in lieu of notice, there was no question of giving a notice and then there would be no question of indicating reasons in the notice. Actually, the company need not have given a notice or written a letter at all. It could have paid up to Shri Roy his salary due, salary for one month in lieu of notice, etc., and orally told him that he was discharged on retrenched. It could not then have been said that the requirements of clause (a) of Section 25F were not fulfilled. In any case, the non-indication of reason is not so vital as to vitiate the notice.

27. Before I close, I may mention that in the written statement the company had contended that the order of reference was bad in law and the reference was not legally maintainable. In support of this, it was contended that Shri Roy was not a member of the union and that this was only an individual dispute. At the time of arguments, this contention was not pressed. It is an admitted fact that Shri Roy was not a member of the union at the time when he was discharged. He however approached the union and we have the evidence of the Union General Secretary that the union passed a special resolution to take up his case and thereupon took up the case. It is not necessary that a union can take up the case only of its members. It can take up the case of a non-member also. Even if the dispute relates to a non member, if it is taken up by the workmen as a whole, that is by union representing the workmen, it would become an industrial dispute. I therefore hold that this is an industrial dispute and the reference is not illegal or bad in law.

28. To sum up, I hold that Shri Roy was taken up as a member of the E.R.I. staff; that he was duly and properly retrenched as a result of the company's E.R.I. work having gone down; that in any case there has been a settlement of the dispute which settlement is binding not only on the union but also on Shri Roy and in any case, therefore, Shri Roy is not entitled to any relief. Looking to the peculiar facts of the case, I order parties to bear their own costs.

I pass my award accordingly.

(Sd) L. P. DAVE,
Presiding Officer.

The 21st September, 1965.

[No. 70(B)/64-LRIV.]

New Delhi, the 30th September 1965

S.O. 3234.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Umaria Colliery P.O. Umaria, District Shahdol and their workmen which was received by the Central Government on the 17th September, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL AT BOMBAY

REFERENCE NO. CGIT 17 OF 1964

Employers in relation to Umaria Colliery, Post Office Umaria, District—Shahdol, Madhya Pradesh,

AND

Their workmen

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Dated at Bombay, this 14th day of September, 1965

INDUSTRY: Coal-mining

STATE: Madhya Pradesh.

AWARD (PART IV)

1. The Central Government, by the Ministry of Labour & Employment's Order No. 5/47/63-LRII dated 24th January, 1964, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject-matters specified in the following schedule to the said order, to me for adjudication.—

SCHEDULE

“Whether the management of the Umaria Colliery was justified in dismissing the following workmen from service; and if not, to what relief are these workmen entitled?

1. Shri Ganesh, Ticket No. 811, Miner.
2. Shri Sudhua, Ticket No. 633, Miner.
3. Shri Baisakho, Ticket No. 734, Miner.
4. Shri Girdhari, S/o Sirmani, Ticket No. 755.
5. Shri Milan, Ticket No. 717, Miner.
6. Shri Ganpat, 1261.
7. Shri Majnoo, Ticket No. 753, Miner.
8. Shri Bhakua, S/o Charka, Ticket No. 692.”

2. By my Award Part I herein dated 3rd June, 1965, I recorded the settlement that had been reached between the employers above-named and two of the eight workmen under reference, viz. Shri Ganesh, Ticket No. 811, Miner (Serial No. 1 in the Schedule) and Shri Bhakua, s/o Charka, Ticket No. 692 (Serial No. 8 in the Schedule), and treated the dispute in respect of these two workmen as settled.

3. By my Award Part II dated 19th July, 1965, I recorded the settlement that had been reached between the employers above-named and Shri Sudhua, Ticket No. 633, Miner (Serial No. 2 in the Schedule), and treated the dispute in respect of this workman as settled.

4. By my Award Part III dated 1st September, 1965, I recorded a settlement that had been reached between the employers above-named and Shri Girdhari, s/o Sirmani, Ticket No. 755 (Serial No. 4 in the Schedule), and treated the dispute in respect of this workman as settled.

5. Thereafter, Shri Ganpat, s/o Bhaddi Kole, 1261 (Serial No. 6 in the Schedule) filed an application on affidavit made by him before the Magistrate 1st Class, Umaria, (M.P.), dated 2nd September, 1965, in which he has stated that he has amicably settled his dispute in this reference with the management of Umaria Colliery, and has also received final payment from them against all his claims, and has prayed for an order that his dispute be treated as withdrawn and closed. The management have by their application dated 6th September, 1965, confirmed the settlement reached, and have also prayed that the dispute in respect of this workman be marked settled and orders passed accordingly.

6. From the above, it appears that this workman, Shri Ganpat, s/o Bhaddi Kole, 1261 (Serial No. 6 in the Schedule) has settled his dispute in this reference with the management and has received payment in full satisfaction of his claims therein, and therefore, his claims in this dispute are treated as settled and the dispute concerning him disposed off accordingly.

7. No order as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer.
[No. 5/47/63-LRII.]

New Delhi, the 1st October 1965

S.O. 3235.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following report of the Central Government Court of Enquiry, Bombay, in the matter of industrial dispute between the employers in relation to the Marmugoa Stevedors' Association, Marmugoa Harbour, and their workmen which was received by the Central Government on 13th September, 1965.

THE CENTRAL GOVERNMENT COURT OF ENQUIRY AT BOMBAY

Employers in relation to the Mormugoa Stevedores' Association, Mormugoa Harbour,

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Sole Member.

APPEARANCES:

1. For the *Mormugoa Stevedores' Association, Mormugoa Harbour*.—Shri N. M. Dattani, President.
2. For *Goa Mineral Ore Exporters' Association*.—Shri A. S. Devasthali, Labour Officer, and Shri G. P. Peris, Shipping Manager.
3. For (i) *Chowgule & Co. Ltd.* and (ii) *Chowgule Brothers*.—Shri A. S. Devasthali, Labour Officer, and Shri G. P. Peris, Shipping Manager.
4. For the *Government of Goa, Daman and Diu*.—Shri K. B. Kenny, Labour Commissioner, Panjim.
5. For the *Regional Labour Commissioner (Central), Bombay*.—Shri S. N. Dikhale, Regional Labour Commissioner.
6. For the *All India Port and Dock Workers' Federation and the Transport & Dock Workers' Union, Goa*.—Shri S. R. Kulkarni, President of the Federation, and Shri Ramesh Desai, Secretary of the Union.
7. For the *Indian National Port & Dock Workers' Federation and the Goa Dock Labour Union (INTUC), Vasco-da-gama*.—Shri H. N. Trivedi, President of the Federation and Shri D. A. Deshpande, President of the Union.
8. For the *Mormugoa Port, Dock & Transport Workers' Union (AITUC)*.—Shri Gerald Pereira, General Secretary.

Dated at Bombay this 8th day of September, 1965

REPORT

1. The Government of India, by the Ministry of Labour & Employment notification No. 28/81/64 LRIV, dated 28th November, 1964, made in exercise of the powers conferred by section 6 of the Industrial Disputes Act, 1947 (Act XIV of 1947) constituted a Court of Enquiry, with me as its Sole Member, and referred to me under clause (b) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947) the following matters specified in the schedule to the said notification:

SCHEDULE

- "(i) What are the causes of industrial unrest between the employers in relation to the Mormugoa Stevedores' Association, Mormugoa Harbour, and their workmen noticeable during the last year? and
 - (ii) What are the measures to be adopted to improve the relationship between the said employers and workmen there?"
2. After the notification was received, a preliminary hearing was fixed at Bombay on 28th December 1964, when directions were given for parties concerned to file their written statements by 15th January, 1965, simultaneously exchanging copies between themselves—rejoinder, if any, to be filed by 22nd January, 1965. The Mormugoa Stevedores' Association offered to submit the names of individual stevedores in Mormugoa Harbour who employed winchmen and it was decided to issue notices to them also for written statements by 15th January, 1965. The Goa Dock Labour Union, the Goa Mineral Ore Exporters' Association qua barge-owners and Messrs Chowgule & Co. Ltd. qua its mechanical ore handling plant at Mormugoa were also directed to submit their written statements. An exhaustive list of individual stevedores at Mormugoa Port was also filed by Shri N. M. Dattani on behalf of the Mormugoa Stevedores' Association. It was also decided to ask the Government of Goa and the Chairman, Mormugoa Port Trust, to file their written statements by 15th January, 1965.
3. I may state that because of the strike and the disorders connected therewith which had preceded the order of reference to this Court, Shri Gerald Pereira,

General Secretary of the Mormugoa Port, Dock & Transport Workers' Union (AITUC) was under detention and from there he made applications from time to time to file the written statement on behalf of his Union. Other parties also asked for time for various reasons, which, in the circumstances of the situation, had to be granted. Thereafter, (i) Lima Leitao & Co Ltd., Mormugoa, filed their written statement on 11th January, 1965 and (ii) Messrs Chowgule & Co. Ltd., Mormugoa and Chowgule Brothers filed their written statements dated 12th January, 1965 and (iii) the Goa Mineral Ore Exporters' Association on behalf of the barge-owners in Goa filed its written statement on 18th January, 1965. The Goa Mineral Ore Exporters' Association also addressed other communications to the Court of Enquiry forwarding circulars, charters of demands, etc. However, on 20th January, 1965, Chowgule & Co. Ltd. intimated that the strike of its mechanical ore handling plant workers and its barges' staff which had commenced on 12th November, 1961, had been called off. (iv) The President, Mormugoa Stevedores' Association, filed its written statement on 20th January, 1965. (v) The Goa Dock Labour Union (INTUC) filed its written statement dated 29th January, 1965, to which the Goa Mineral Ore Exporters' Association filed its rejoinder dated 26th February, 1965. (vi) The Government of Goa, Daman and Diu through Shri B. K. Chowgule, Secretary, Industries and Labour Department, filed its written statement dated 23rd January, 1965, which contained a narration of important events relating to industrial unrest in Mormugoa Port since May, 1963. (vii) The Mormugoa Port, Dock and Transport Workers' Union, Vasco-da-gama, filed its written statement dated 17th March, 1965, after their General Secretary, Shri Gerald Pereira, had been released from detention. (viii) The Transport & Dock Workers' Union, Goa, filed its written statement dated 7th April, 1965. (ix) The Goa Mineral Ore Exporters' Association filed its rejoinder dated 14th April, 1965 to the written statement of the Mormugoa Port, Dock & Transport Workers' Union, Vasco-da-gama, and it again referred to it in its rejoinder dated 22nd April, 1965. This Association also filed rejoinders to the written submission of the Goa Dock Labour Union as made by one of its members, Messrs G. N. Aggarwala. (x) Finally, the Court of Enquiry received a written statement dated 17th March, 1965 signed by Shri Gerald Pereira as General Secretary for the Mormugoa Port, Dock & Transport Workers' Union, which is affiliated to the Port, Dock & Water-front Workers' Federation of India.

4. In the meantime, after the strike was called off on 26th January 1965, the labour situation in Mormugoa Port showed a distinct improvement, which was accelerated by the constitution on 15th April, 1965 of a Dock Labour Board for Mormugoa Docks and the grant of representation on that Board to the three Unions on record in this reference. Conditions having thus radically improved in Mormugoa Port, no party showed any desire for the enquiry to be proceeded with.

Thereafter, by notice dated 23rd August, 1965, the hearing of the enquiry was fixed at Bombay on 2nd September, 1965.

5. At this hearing, Shri Gerald Pereira for the Mormugoa Port, Dock and Transport Workers' Union (AITUC) stated that in view of the changed circumstances and the prevailing industrial peace in Mormugoa Port, no useful purpose would be served by continuing with the enquiry. He said that if the enquiry were to be proceeded with, it would cause more harm than good. He, therefore, applied that the enquiry be closed. Shri D. A. Deshpande, President, Goa Dock Labour Union (INTUC) Vasco-da-gama, stated that he shared the opinion of Shri Pereira, and joined in the application. Then, Shri N. M. Dattani, President, Mormugoa Stevedores' Association, Mormugoa Harbour, endorsed that the situation in Mormugoa Port had changed completely since the notification appointing the Court of Enquiry was made and that at present there was no industrial unrest in Mormugoa Port. He stated that his Association desired that this enquiry should not be proceeded with, and should be closed. Shri S. R. Kulkarni, President of the All India Port and Dock Workers' Federation, pleaded that if the enquiry were proceeded with and completed, its report might be a guidance for the future. He, however, also stated that it was not his desire to rake up the past, but to bury it, and that he did not want the ugly features of the past to cast its shadow on the future labour relations in the Mormugoa Port. He repeated that he did not want to come in the way of the parties wanting to close the enquiry. It appears that Shri Kulkarni's apprehensions are two-fold. Firstly, that the employers against whom his Federation and the Union affiliated to it at Mormugoa had disputes with regard to (a) non-implementation of agreements already reached and (b) non-payment of wages, etc., would, if this enquiry was not proceeded with, consider that those demands were given up by his Federation and Union, and secondly, that the charter of demands under the notice of strike given by his Union dated on or about 12th August, 1965 would

be prejudiced. All the same, Shri S. R. Kulkarni was realistic enough to say that what he was stating was merely by way of sounding a note of warning and that his desire was not to come in the way of parties who desired to close the enquiry.

6. Shri Devasthal, Labour Officer for Chowgule and Co. Ltd. and Chowgule Brothers desired on behalf of these two companies that the enquiry should be proceeded with. He, however, conceded that at present there was industrial peace in Mormugoa Port, but his anxiety appeared to be that if the enquiry was proceeded with, these two Companies would be able to justify their stand with regard to the mechanical ore handling plant, as stated in their written statements, and this, in his opinion, would be a guidance for the future. However, Shri Devasthal, finally stated that he was prepared to leave the question of whether the enquiry should be proceeded with or not to the Court of Enquiry.

7. Shri S. M. Dikhal, the Regional Labour Commissioner (Central), Bombay, urged that due consideration should be given to the change in the circumstances since the Court of Enquiry was constituted. He stated that just before the Court of Enquiry was constituted there were repeated strikes in Mormugoa Harbour, and that constitutional methods had not always been adhered to. But now the picture had changed completely and for the last seven or eight months there was industrial peace, if not complete harmony. In his opinion, the establishment by the Central Government of a Dock Labour Board for the Port of Mormugoa under the provisions of the Dock Workers (Regulation of Employment) Act, 1948 (Act 9 of 1948) [See Gazette of India Extraordinary, Part II, Sec. 3(i) dated 15th April, 1965, pages 431 and 432] had helped to bring industrial peace and to continue with the enquiry would necessarily mean raking up the unpleasant incidents and features of the past, and would not serve the purpose for which the Court of Enquiry was constituted. He stated that all parties in Mormugoa Port were now taking advantage of the conciliation machinery, and on the whole the situation was peaceful and it would be in the interest of both parties, employers and labour, to drop the enquiry and give the present labour situation a chance to continue in a peaceful atmosphere. He further stated that he was in Goa only last month and had occasion to meet the Chairman of the Mormugoa Port Trust, as also the Labour Minister of the Government of Goa, Daman and Dui, both of whom had taken note of the changed situation and had expressed the opinion that this enquiry should not be proceeded with, and that was, according to Shri Dikhal, the probable reason, why they were not represented at the hearing on 2nd September, 1965. He also stated that according to his information, the Government of Goa, Daman and Dui was considering withdrawing many of the prosecutions which had been launched as a result of the strike which commenced on 12th November, 1964.

8. This Court of Enquiry has been constituted under Section 6 of the Industrial Disputes Act, 1947, and the reference has been made by the Central Government in exercise of the powers conferred by clause (b) of sub-section (1) of section 10 of the Industrial Disputes Act. The question referred to me are to find out what were the causes of the industrial unrest between the employers in relation to the Mormugoa Stevedores' Association and their workmen, noticeable during the last one year prior to the order of the date of reference, and the Court of Enquiry has also been asked to recommend what are the measures to be adopted in improving the relationship between the said employers and their workmen. It is clear, therefore, that the purpose of the enquiry is not only to find out the causes for the past industrial unrest which afflicted the Port of Mormugoa, but also to recommend measures to improve them. As admitted by the representatives of all parties—employers and labour—since the reference was made, there has been a radical and complete change in the labour situation in Mormugoa Port. The existing strike on the date of the reference has been called off, work in the Port has not only been resumed but has been accelerated. A Dock Labour Board has been constituted with representatives of industry and labour, and all the three Unions representing the various sections of dock and port labour at Mormugoa have been accorded representation thereon, and the Port is now under the charge of a Board of Trustees where labour has also been given, and has accepted, representation. As I have stated earlier, the reference refers to the industrial unrest that existed in Mormugoa Port between the employers in relation to Mormugoa Stevedores' Association in Mormugoa Harbour, and their workmen. Now, Shri N. M. Dattani, the President of this Association, who, I am glad to say, has played a conspicuous part in bringing about industrial peace in Mormugoa Port, is of the opinion that no useful purpose would be served by proceeding with the enquiry and that the interest of industrial peace and the restoration of harmonious relationship would be better served by not proceeding with the enquiry, and he has joined the application of the representatives of labour for the enquiry to be closed. The Goa Dock Labour Union (INTUC) and the

Dock and Transport Workers' Union (AITUC) have also stated that no useful purpose would be served by the enquiry being proceeded with, and have expressed a fear that to proceed with the enquiry would do more harm than good. Shri S. R. Kulkarni, the President of the All India Port and Dock Workers' Federation, who undoubtedly wields considerable influence over dock workers in the country, including the Port of Mormugoa, whilst not wishing to come in the way of the enquiry being dropped as desired by the other two Unions, was only apprehensive that if the enquiry were not proceeded with, it would adversely affect the pending demands of his Federation and the Union affiliated to it at Goa, have been making against the employers there for non-fulfilment of agreements already entered into and non-payment of wages, etc. and his fear also is that the non-prosecution of this enquiry would adversely affect the Charter of demands which his Union at Mormugoa has made recently. When Shri Kulkarni was assured by me that his fears were not well founded, and that the said disputes which his Federation and his Union at Mormugoa has made would not be prejudiced by this enquiry not being proceeded with, he stated that his only desire was to sound a note of warning and he did not wish to come in the way of non-prosecution of the enquiry, as desired by the other two Unions and the Mormugoa Stevedores' Association.

9. With regard to Shri Devasthali's submissions, it must be remembered that the dispute as referred is with regard to employers who were members of the Mormugoa Stevedores' Association, and that his two companies were asked to make the statements after the reference was made. However, Shri Devasthali finally left the question whether or not the proceedings should be proceeded with to my decision.

10. After an anxious consideration of the submissions made by the parties, I am positively and firmly of the opinion that no useful purpose would be served by proceeding with this enquiry and that on the contrary if the enquiry is proceeded with, it would adversely affect the present industrial peace in Mormugoa Harbour, which has been prevailing since the last seven or eight months. Shri Dikhale, the Regional Labour Commissioner (Central), Bombay, who has considerable experience of industrial disputes in Docks and Ports, and who is intimately acquainted with the labour situation in Mormugoa Port since it has become a major Port, was firmly of the opinion that if the enquiry were proceeded with, it would do more harm than good. I am satisfied from the statements made by Shri Dikhale that the Government of Goa, Daman and Diu, as also the Administration of the Port of Mormugoa are also of the same opinion. The majority of the employers in Mormugoa Port who are represented by the Mormugoa Stevedores' Association, which is the principal party in this dispute, and whose membership constitutes the majority of the employers in Mormugoa Port, have definitely urged that the enquiry be not proceeded with. It is only the representative of the two firms who expressed their desire for the enquiry to be proceeded with, but whose representative ultimately left it to me to decide whether or not the enquiry should be proceeded with. In these circumstances, I am satisfied that the desire of the majority of the employers and the Unions representing the labour in Mormugoa Port that the enquiry should not be proceeded with in the interest of industrial peace, is justified, and I, therefore, close the enquiry and submit my report as stated above to the Government of India.

11. I should, however, like to make it clear that the non-prosecution of this dispute before this Court of Enquiry must not be deemed to have prejudiced either party's position with regard to existing industrial disputes arising out of charters of demands submitted or implementation of existing agreements, etc.

12. I should like to commend the spirit of mutual accommodation and co-operation shown by the representatives of all the parties—both employers and labour—at the hearing before me on 2nd September, 1965, and to express my appreciation of the part that Shri S. M. Dikhale, the Regional Labour Commissioner (Central), at Bombay has played in bringing about this agreement between the parties.

(Sd.) SALIM M. MERCHANT,
Sole Member,
The Central Government Court of Enquiry at Bombay.
[No. 28/81/64-LRIV.]

New Delhi, the 1st October 1965

S.O. 3236.—The following corrigendum issued by the Central Government Industrial Tribunal, Bombay to its award given in the Industrial dispute between the employers in relation to Union Lighterage Company, Bombay and their workmen which was published with the Government of India, Ministry of Labour and Employment S.O. 2382, dated the 20th July, 1965 at pages 2604-2605 of the Gazette of India, Part II Section 3. Sub-section (ii), dated the 31st July, 1965, is hereby published under rule 28 of the Industrial Disputes (Central) Rules, 1957, namely:—

"BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-71 of 1964

Employers in relation to Messrs Union Lighterage Company, Bombay

AND

Their Workmen

In exercise of the powers conferred on me by Rule 28 of the Industrial Disputes (Central) Rules, 1957, I hereby issue the following corrigendum in respect of a clerical error which has occurred in para 6 of my Award dated 7th July, 1965, published in the Gazette of India, Part II, Section 3 Sub-section (ii) dated the 31st July, 1965.

Corrigendum

For the words "for every 11 shifts attended" occurring in the penultimate line of paragraph 6 of my above Award, read "for every 11 days attended".

Sd./- SALIM M. MERCHANT,

Bombay, 9th September, 1965.

Presiding Officer.

[No. 28/64/64/LRIV.]

S.O. 3237.—The following corrigendum issued by the Central Government Industrial Tribunal, Bombay to its award given in the Industrial Dispute between the employers in relation to Union Lighterage Company, Bombay and their workmen which was published with the Government of India, Ministry of Labour and Employment notification No. S.O. 2385, dated the 20th July, 1965, at pages 2613-2614 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 31st July, 1965, is hereby published under rule 28 of the Industrial Disputes (Central) Rules, 1957, namely:—

"BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-75 of 1964

Employers in relation to Messrs Union Lighterage Company, Bombay

AND

Their Workmen

In exercise of the powers conferred on me by rule 28 of the Industrial Disputes (Central) Rules 1957, I hereby issue the following corrigendum in respect of a clerical error which has occurred in para 6 of my Award dated 5th July, 1965, published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 31st July, 1965.

Corrigendum

For the words "for every 11 shifts attended" occurring in the penultimate line of paragraph 6 of my above Award read "for every 11 days attended".

Sd./- SALIM M. MERCHANT,

Presiding Officer.

[No. 28/63/64-LRIV.]

Bombay, 9th September, 1965.

New Delhi, the 8th October 1965

S.O. 3238.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri Anand Narain Kaul, Arbitrator in the industrial dispute between the employers in relation to Messrs Bikaner Gypsum Limited, Bikaner and their workmen represented by the Gypsum Mine Workers Union, Jamsar which was received by the Central Government on the 25th September, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI
PRESENT:

Shri Anand Narain Kaul, Central Government Industrial Tribunal, Delhi
The 31st August, 1965

ARBITRATION CASE NO. 1 OF 1965

BETWEEN

The management of Messrs. Bikaner Gypsum Limited, Bikaner,

AND

Their workmen as represented by the Gypsum Mine Workers Union, Jamsar.
Shri S. N. Bhandari for Dr. Anand Parkash—for the management.

Shri Y. R. Bhasin—for the workmen.

AWARD

Messrs Bikaner Gypsum Limited, Bikaner (to be referred to hereinafter as the company) and the Gypsum Mine Workers' Union, Jamsar, representing their workmen (to be referred to hereinafter as the union) entered into a written agreement under the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 to refer an industrial dispute existing between the above-named parties for decision to me as an arbitrator. The agreement which the Central Government was pleased to publish, under Sub-section (3) of Section 10A of the Act by S.O. dated the 18th January, 1965, is as follows:—

- (i) Specific matters in dispute. Whether the dismissals of Shri R. N. Bhatnagar, Supervisor and Shri Sumer Singh, Chowkidar, are justified and if not to what relief they are entitled?
- (ii) Details of parties to the dispute Bikaner Gypsums Ltd., Bikaner, and including the name and address Gypsum Mine Workers Union, Jamsar. In this dispute the establishment or undertaking involved. The establishment involved is Bikaner Gypsums Ltd.
- (iii) Name of the Union if any representing the workmen in question. Gypsum Mine Workers Union, Jamsar.
- (iv) Total number of workmen employed in the undertaking involved. 642.
- (v) Estimated number of workmen affected or likely to be affected by the dispute. 2".

2. After the parties had filed their respective written statements and the Union had filed a rejoinder, I heard on the 15th and 16th March the learned representatives of the parties namely, Dr. Anand Parkash for the management and Shri Y. R. Bhasin along with Shri Sita Ram for the union. In regard to the case of Shri Sumer Singh, Chowkidar, my award was directed in the presence of the parties while in regard to the case of Shri R. N. Bhatnagar, Supervisor, the parties had expressed their readiness to attempt a mutual settlement failing which his case was to be heard separately by me. After a number of adjournments the parties ultimately filed a settlement on the 6th August, 1965 which was duly verified and an award is to be made accordingly.

Case of Shri Sumer Singh, Chowkidar:

3. The charge-sheet that was issued to this workman on the 24th July, 1964 related to an alleged misconduct committed on the 22nd July, 1964 at about

1-05 P.M. In the charge-sheet itself while the name of the Enquiry-Officer was not mentioned, a direction was given that the workman was entitled, in accordance with the standing orders of the concern, to give names of three persons from the same Establishment who could be observers at the enquiry and one of whom was to be allowed by the Enquiry Officer to act as such. It appears that the actual notice of the time and date of the enquiry was communicated to the workman through a notice dated the 8th September, 1964 issued by the Enquiry Officer himself which was received by the workman at 3 P.M., on the same date while the enquiry was to start at 8 A.M., on the next date. The workman is said to have handed over to the Enquiry Officer himself a list of three persons as observers at about 9-30 A.M. The three observers named were Shri R. C. Shukla, Shri Sita Ram Aggarwal and Shri I. L. Gupta of whom only Shri Aggarwal belonged to the Establishment at Jamsar while S/Shri Shukla and Gupta did not belong to the same Establishment. It may be stated here that Shri Shukla, although not belonging to the same Establishment, had been allowed to act as an observer in another enquiry against the workman at Jamsar but the management's case is that it was under exceptional circumstances that Shri Shukla was allowed to act as an observer, the reason being that the Establishment involved contained only two employees one being the Mines Manager and the other the workman himself. In regard to Shri Aggarwal the objection is that he had been already acting as an observer in another enquiry, during the same quarter, and under the exception to clause 23(h) of the standing orders, he was debarred from acting as an observer. Shri Bhasin has, however, pointed out that it is the point of time at which the observer is designated as such which is important and that Shri Aggarwal had been designated as such in the previous quarter although he was continuing to act as observer in the other enquiry which had not closed in the quarter concerned. Quite apart from the merits of the eligibility of an observer I am not satisfied that the workman had a fair opportunity to select his observer. Obviously the workman could not be expected to give the names of his observers at the Enquiry because it was the Enquiry Officer himself who was to select the observer. Therefore, it was incumbent on the Enquiry Officer to give him a reasonably sufficient time to submit his list of observers. There seems to me no reason why in this particular case Shri Aggarwal who belongs to the same Establishment could not be permitted to appear as an observer since the management had already if only as an exceptional measure allowed Shri Shukla to act as an observer in another case although he did not belong to that Establishment.

4. On the merits of the case I may say, at the very outset, that the explanation submitted by the workman himself if read between the lines may be taken as a virtual admission of his having committed a misconduct. The argument that he was entitled to rest after five hours duty is not convincing, even if the principle was applicable to Chowkidars. On behalf of the management my attention has been drawn to a circular allegedly issued by the Chief Inspector of Mines exempting the Chowkidars from the operation of the Rule which entitles a workman after 5 hours continuous duty to rest. Although there is nothing on record to show that this Notification was duly published, still even if there was no such Notification I find it difficult to accept the argument that the Chowkidar would be automatically entitled to a rest without an alternative arrangement of a Chowkidar being made during the period of rest. Be that as it may, reading the explanation of the Chowkidar along with the evidence of Shri Rahim Shah, the management's witness, who it is not denied is the President of the Gypsums Workers' Union, it does not appear that the case of the management is without substance. Even the explanation which the workman is alleged to have given to Shri Rahim Shah is that he was dozing and that he might have gone to sleep. In the circumstances I do not consider it necessary to have a fresh enquiry before me on the merits although I am not satisfied that the principles of natural justice or the requirements of the standing orders had been fully observed before the enquiry was started. It is on the record that, after the order of dismissal was communicated to the workman he sent a letter in which he stated that he was surprised that the enquiry had been conducted against him and that his request for the appointment of an observer had been turned down. He further stated that he was under the belief that an observer will be appointed. He also pointed out that on the date prior to the date of occurrence he had worked over-time during the night from 8-10 P.M. to 2 A.M. The record of over-time on the previous day is not before me but the Payment of Wage Register which has been brought shows that he did work over-time for four hours during the previous day. The ordinary duty hours being from 8 P.M. to 4 A.M. There is thus a partial confirmation of the statement of the Chowkidar made in his letter to the management dated the 23rd September, 1964. If it be a fact that the Chowkidar had worked over-time during the previous night as was alleged by him to Shri

Rahim Shah and also in his letter to the management, then it is not unnatural that he should have been dozing during working hours on the relevant date or should have even fallen asleep although it does not absolve him from responsibility under the standing orders. He is undoubtedly liable to be punished under clause 21(a), item xi of the standing orders for his having fallen asleep. But in the circumstances of the case a punishment less severe than dismissal would have met the ends of justice.

5. During the hearing, the Tribunal suggested, in view of the facts of the case, that a lenient view may be taken by the management. The management responded to this and made an offer that the workman be re-instated on the wage last drawn by him with continuity of service but with no back wages for the intervening period. This offer was accepted by the union's representative and I accordingly direct that the Chowkidar Shri Sumer Singh be re-appointed within six weeks of the publication of the award in the Gazette with continuity of service on the wage last drawn by him but with no back wages for the intervening period.

6. In the matter of Shri R. N. Bhatnagar's dismissal the settlement which the parties have filed is as follows:—

- “1. The dismissal order passed against Shri R. N. Bhatnagar, Supervisor, will be withdrawn and he will be treated as having resigned from service.
2. The management has agreed to pay, as a gesture of goodwill, a consolidated amount of Rs. 1082.00 to Shri R. N. Bhatnagar. On receipt of this amount, Shri R. N. Bhatnagar will have no claim against the management whether by way of re-employment or otherwise. He will, however, get his Provident dues amounting to Rs. 2198.80 P.
3. Shri R. N. Bhatnagar has requested that apart from the amount mentioned in para No. 2, he may be paid some *ex gratia* amount for the period he remained unemployed between the date of the discharge and the date of the compromise. It was agreed that this matter be left to the absolute discretion of Shri A. C. Dutta whose decision in the matter would be accepted as final by the parties.
4. The matter as per para 3 above has been considered by Shri A. C. Dutta. He has approved of payment of Rs. 1850.00 as *ex gratia* payment for the period Shri Bhatnagar remained unemployed between the date of discharge and the date of the payment.”

An award is passed accordingly.

(Six pages).

The 31st August, 1965.

(Sd.) ANAND NARAIN KAUL,

Central Government Industrial Tribunal, Delhi.

[No. F.24/4/65-LRI.]

ORDERS

New Delhi, the 30th September 1965

S.O. 3239.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Srinidhi Colliery, P.O. Katrasgarh (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of New Srinidhi Colliery of M/s. Bamandha Coal Co. Ltd. (P.O. Katrasgarh Dhanbad) and their managing Agents M/s. H. V. Low and Co. (Pt.) Ltd. Calcutta, in suspending Shri Tarapada Sarkar, Electrician with effect from the 17th June, 1965

and terminating his services in the colliery with effect from the 1st July, 1965, was legal and justified? If not, to what relief is the workman entitled?

- (ii) Whether the action of the management of New Sindhi Colliery of M/s. Bamandiha Coal Co. Ltd. (P.O. Katrasgarh) and their managing Agents M/s. H. V. Low and Co. (Pt.) Ltd, Calcutta, in terminating the services of S/Shri Gopi Mohan Chatterjee, Register Keeper and Gurjan Rawani, Mining Sardar, with effect from the 18th July, 1965 and the 19th July, 1965 respectively, was justified? If not, to what relief are the workmen entitled?

[No. 2/87/65-LRII.]

S.O. 3240.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Sitalpur Colliery (P.O. Ukhra, District Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of East Sitalpur Colliery were justified in dismissing Shri Durjan Rajbhar from service with effect from the 1st April 1965? If not, to what relief is the workman entitled?

[No. 6/101/65-LRII.]

S.O. 3241.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Dhemo Main Collieries Ltd. (P.O. Sitarampur, Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of M/s. Dhemo Main Collieries Ltd., was justified in transferring Shri Radheshyam Chhapuria, Store Keeper of Dhemo Main Colliery to the Calcutta Head Office of M/s. Dhemo Main Collieries Ltd. and West Jamuria Coal Company Ltd.? If not, to what relief is the workman entitled?

[No. 6/102/65-LRII.]

S.O. 3242.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ramnagar Colliery, P.O. Pandaveshwar, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the suspension of Shri Biswanath Chamar, (C.P. Miner, Ramnagar Colliery) for the period from the 19th February, 1964 to 2nd March, 1964 by the management of Ramnagar Colliery is justified? If not, to what relief is the workman entitled?

[No. 6/95/64-LRII.]

New Delhi, the 1st October 1965

S.O. 3243.—Whereas an industrial dispute exists between the Associated Cement Cos. Ltd. Kotma Colliery, P.O. Kotma Colliery (hereinafter referred to as the said company) and their workmen represented by the Kotma Colliery Mazdoor Sangh, P.O. Kotma Colliery (hereinafter referred to as the Union);

And, whereas the said Company and the Union have by a written agreement made in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person specified therein, and forwarded a copy of the said arbitration agreement to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 18th September, 1965.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

NAMES OF PARTIES:

Representing Employers.—Mr. G. L. Govil, Senior Personnel Officer, The Associated Cement Cos. Ltd., Kotma Colliery, P.O. Kotma Colliery.

Representing Workmen.—Shri K. B. Chougule, President, Kotma Colliery Mazdoor Sangh, P.O. Kotma Colliery.

Whereas an understanding was reached in July 1965 between the parties to refer the following industrial dispute under Section 10A of the I.D. Act to the arbitration of Mr. F. Jeejeebhoy, Retired President, Labour Appellate Tribunal of India, residing at 'Tiruz-Ara', Churchgate Reclamation, Bombay-1,

And whereas on being orally requested by the parties in July 1965 Shri F. Jeejeebhoy indicated his willingness to act as an Arbitrator.

Now therefore It is hereby agreed between the parties to refer the following dispute under Section 10A of the I.D. Act to the arbitration of Mr. F. Jeejeebhoy.

(i) *Specific matters in dispute:*

Whether the dismissal of Shri Abdul Rahman, Miner, from the Company's service is justified? If not, to what relief, if any, the concerned workman is entitled?

The Company had filed application dated 17th August 1964 under Section 33(2) (b) of the I.D. Act before the Central Government Industrial Tribunal, Bombay, for approval of the dismissal of Shri Abdul Rahman. The parties, however, by their joint application dated 16th August 1965 to the said Tribunal sought its permission to withdraw the said application in view of the parties having agreed to refer the matter as a substantive dispute to the arbitration of Mr. F. Jeejeebhoy under Section 10A of the I.D. Act. The said Tribunal by its order dated 17th August 1965 has granted the prayer of the parties in terms of the said application.

(ii) *Details of the parties to the dispute, including the name and address of the establishment or undertaking involved:*

(a) The Associated Cement Companies Limited, Kotma Colliery, P.O. Kotma Colliery.

(b) The Workmen of the Kotma Colliery as represented by the Kotma Colliery Mazdoor Sangh, P.O. Kotma Colliery.

(iii) *Name of the Union representing workmen in question:*

The Kotma Colliery Mazdoor Sangh, P.O. Kotma Colliery.

(iv) *Total number of workmen employed in the Undertaking affected:*

About 1800.

We further agree that the decision of the said Arbitrator shall be binding on us.
Dated at Bombay, this the 18th day of August 1965.

Witnesses:

1. Sd/- (Representing Employer)
2. Sd/- (Representing Workmen)

Signature of Parties:

Sd/- G. L. GOVIL,
Sd/- K. B. CHOUGULE,

I consent as previously indicated to act as Arbitrator.

Sd/- F. JEEJEEBHOY,

[No. 8/80/65-LR-II.]

New Delhi, the 7th October 1965

S.O. 3244.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ardhogram Khas Colliery (P.O. Ardhogram, District Bankura) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of Ardhogram Khas Colliery in retrenching all or any of the seven female loaders mentioned below on and from the 1st November, 1964, is legal and justified?

1. Shrimati Robi Baurin
2. Shrimati Susari Baurin
3. Shrimati Bali Mochian
4. Shrimati Joshi Majhian
5. Shrimati Pati Baurin
6. Shrimati Sundra Baurin
7. Shrimati Labi Baurin

(2) If not, to what relief are the loaders or any of them entitled?

[No. 6/20/65-LRII.]

S.O. 3245.—Whereas the employers in relation to the management of Messrs Bikanaer Gypsums Limited and their workmen represented by Gypsum Mine Workers Union, have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), for reference to a Tribunal of an industrial dispute that exists between them in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas, the Central Government is satisfied that the said Gypsum Mine Workers Union represents the majority of the said workmen;

Now, therefore, in exercise of the powers conferred by section 7A and sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Jawan Singh Ranawat shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- (1) Whether the demand of increased rate of transport charges for village piece workers consequent upon the increased load resulting from the shifting of the Jamsar Railway siding is justified?
- (2) If so, to what relief are they entitled to effective the 8th April, 1965 with adjustments as necessary.

[No. F. 35/8/65-LRI.]

New Delhi, the 8th October 1965

S.O. 3246.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs A. C. Roy and Company (Private) Limited, Calcutta and/or Shri Ashu Sardar, Contractor, (98, Garden Reach Road, Calcutta-23) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether Messrs A. C. Roy and Company (Private) Limited, or Shri Ashoo Sardar are/is responsible for the employment in respect of Gear handling workers engaged in the business of Messrs A. C. Roy and Company (Private) Limited, Calcutta?
- (2) Whether the demands of the workmen in respect of leave with pay, festival holidays with pay, medical benefits and retirement benefits are justified and if so from whom?

[No. 28/21/65/LRIV.]

New Delhi, the 11th October 1965

S.O. 3247.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Kumardhubi Colliery (P.O. Chirkunda, District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri Rajendra Jha, Attendance Clerk of East Kumardhubi Colliery of M/s. Shree Lakshmi Narain Trust (Post Box No. 45, P.O. Jharia, Dhanbad) with effect from the 23rd November, 1964 was justified? If not, to what relief is the workman entitled?

[No. 2/73/65-LR.II.]

S.O. 3248.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the M/s. Kumardhubi Colliery of M/s. K. Worah and Company Private Limited P.O. Chirkunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the stoppage from work of Sarvashri Janki Bhuria, Jamuna Bhuria and Devsaran Thakur, Trammers, with effect from the 30th October, 1964 and of Jagarnath Bhuria, Traummer, with effect from 28th October, 1964 and their subsequent dismissal from service with effect from the 23rd November, 1964 by the management of M/s. East Kumardhubi Colliery of M/s. K. Worah and Company Private Limited, P.O. Chirkunda, District Dhanbad was an act of victimisation? If so, to what relief are these workmen entitled?

[No. 2/58/65/LR.I.]

H. C. MANGHANI, Under Secy.

New Delhi, the 30th September 1965

S.O. 3249.—In exercise of the powers conferred by sub-section 1 of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri G. S. Dhaliwal and Lieutenant B. N. Singh as Inspector of Mines subordinate to

the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. No. 531 dated the 2nd March, 1961, namely:—

In the said notification, the following entries shall be added at the end, namely:—

- "(83) Shri G. S. Dhaliwal
- (84) Lieutenant B. N. Singh".

[No. 8/59/64-M.I.]

R. C. SAKSENA, Under Secy.

